



REQUEST FOR QUALIFICATIONS

Development Partner for the Revitalization of Dexter Manor
and
New Construction of a Mixed-Use/Income Building on Parcel 41

ISSUE DATE:

MONDAY, OCTOBER 20, 2025

BID DUE DATE:

FRIDAY, NOVEMBER 21, 2025
BY 2:00 PM EST.

RFQ COORDINATOR

Annette Malkhassian, Procurement Officer
AMalkhassian@provhousing.org

PROVIDENCE HOUSING AUTHORITY
40 Laurel Hill Avenue
Providence, RI 02909

www.provhousing.org

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REQUEST FOR QUALIFICATIONS

Development Partner for the Revitalization of Dexter Manor and New Construction of a Mixed-Use/Income Building on Parcel 41

The Housing Authority of the City of Providence, Rhode Island (PHA or the Authority) is accepting qualification statements from real estate development companies (Respondent or Offeror) with extensive experience working with public housing authorities on repositioning projects and the construction of new affordable housing projects with mixed-use/income. Respondents are required to have the skills, experience, and resources to serve as the PHA's Development Partner for the **Revitalization of Dexter Manor and New Construction of a Mixed-Use/Income Building on Parcel 41** of the I-195 Redevelopment District, which lies adjacent to Dexter Manor. Detailed information regarding the work encompassed under this project is provided in the Scope of Work section of this Request for Qualifications (RFQ).

Address all questions or Requests For Information (RFI) pertaining to this project and RFQ documents to Annette Malkhassian, Procurement Officer, at AMalkhassian@provhousing.org. All RFIs must be submitted in writing no later than **Wednesday, November 5, 2025, by 12:00 PM EST**. No RFI will be addressed after this deadline. The RFI Response(s) will be posted to the PHA website by **Wednesday, November 12, 2025, by 12:00 PM EST** for all potential Offerors to review prior to submitting a proposal.

Proposals will be received until **2:00 PM EST on Friday, November 21, 2025**. Proposers must deliver **one (1) printed original, five printed (5) copies**, and **one (1) electronic copy of their proposal on a USB drive** in a sealed envelope labeled "**Development Partner – Dexter Manor and Parcel 41**" and addressed to the attention of:

Providence Housing Authority
Facilities Management Building
40 Laurel Hill Avenue
Providence, RI 02909
Attn: Annette Malkhassian, Procurement Officer

It shall be the responsibility of each Offeror to consult the PHA website at <https://provhousing.org/working-with-pha/vendors/> for the complete Request for Qualifications, to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth in this RFQ and any addendum issued by the Authority, prior to submitting their proposal.

By virtue of completing, signing, and submitting the completed documents, the Offeror is stating his/her agreement to comply with all conditions and requirements set forth within those documents. The Authority:

- **Will not** accept responses submitted by fax or email.
- **Will not** be responsible for the receipt of responses not properly submitted.
- **Will not** accept responses received after the above deadline.

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Minority and Woman-Owned Businesses are encouraged to submit proposals. Offerors will be required to make positive efforts to use small and minority-owned businesses and to offer employment, training, and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968 ([24 CFR Part 75](#)).

Individuals requiring interpreter services for the hearing-impaired should notify the Facilities Management Department by calling (401) 709-2201 seventy-two (72) hours prior to any event.

The Housing Authority of the City of Providence, Rhode Island

Melissa Sanzaro, Executive Director

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PHA BACKGROUND INFORMATION

Founded in 1939, the Providence Housing Authority (PHA) provides and develops quality and safe affordable housing opportunities and services to address the needs of Rhode Island residents. We are committed to the core values of excellence, accountability, innovation, respect, and equity in all that we do.

Today, the PHA provides affordable housing to more than 12,000 residents in the City of Providence. We administer 2,606 public housing units that are home to about 5,613 residents – making us one of the largest landlords in the State. Units are designated as elderly/disabled, family, and scattered sites developments. We also oversee the administration of more than 2,700 tenant-based and project-based Section 8 vouchers, most of which allow low-income families to rent in the private market and host a variety of support programs to help our residents and participants meet their wellness, financial, and employment goals no matter what their age or ability. In addition to in-house services, the PHA provides a wide array of referrals to partners across the state.

The PHA is a quasi-governmental organization, governed by a Board of Commissioners appointed by the Mayor and Providence City Council, and an Executive Director who reports to the Board.

Vision Statement: PHA, working with its residents, will be a best-in-class leader in creating safe, vibrant communities that promote pathways to opportunities and will be a place where people are proud to live and work.

Mission Statement: PHA provides and develops quality and safe affordable housing opportunities and services to address the needs of Rhode Island Residents.

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PHA INSTRUCTIONS TO OFFERORS

General Information:

The Providence Housing Authority (PHA or the Authority) is accepting qualification statements from experienced development companies to provide services related to the **Revitalization of Dexter Manor and New Construction of a Mixed-Use/Income Building on Parcel 41**, all in accordance with HUD requirements, as applicable.

Please review all sections of this RFQ and provide the information requested. If additional material is required for one or more questions, please label attachments clearly and reference them in your response. Your response to this RFQ will serve as the basis for the consideration of your potential as the PHA's Development Partner.

All research and work performed hereunder must be done in an independent and unbiased manner. Entities or parties having business, personal or social ties to affordable housing will not be precluded from submitting a response to this RFQ, but all responses must be unbiased toward any special interest group, housing variable category, or population demographic. Any connection to a specific group must be disclosed in the response.

Prospective Offerors acknowledge, by downloading and receiving the RFQ documents and / or by submitting a response, that the submission of a qualification statement to the Authority is not a right by which to be designated as the PHA's Development Partner, but merely an offer by the prospective Offeror to perform the requirements of the RFQ documents in the event the Authority decides to consider an award to that Offeror.

Since the Authority will not be aware of all who may be interested in responding to this RFQ, it is the responsibility of all Offerors to inquire about any amendment(s) issued to this RFQ, prior to their submittal. Offerors are responsible for reviewing the entire RFQ package, scope of work, amendments (if any), and any other information contained herein. **All responses to this RFQ are considered final and must be submitted before the deadline.**

The Authority's Reservation of Rights:

- **Right to Reject, Waive, or Terminate this RFQ.** Reject any or all responses, waive any informality in this RFQ process, or terminate the RFQ process at any time, if deemed by the Authority to be in its best interests.
- **Right to Not Award.** Not to designate a Development Partner pursuant to this RFQ.
- **Right to Terminate.** Terminate any agreement with an Offeror designated pursuant to this RFQ, at any time for its convenience by written notice to the successful Offeror.
- **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful Offeror(s) shall provide the services called for in this RFQ.
- **Right to Negotiate.** Negotiate the fees proposed by the Offeror entity.
- **Right to Reject Any Response.** Reject and not consider any response to this RFQ that does not meet the requirements of this RFQ, including, but not necessarily limited to, incomplete responses and/or responses offering alternate or non-requested services.
- **No Obligation to Compensate.** Have no obligation to compensate any Offeror for any costs incurred in responding to this RFQ.

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Qualification Submission Instructions:

- Offerors are responsible for reviewing in-depth the entire RFQ package, scope of work, amendments, if any, and other information contained in the RFQ Package.
- It is the responsibility of the Offerors to make an inquiry before submitting their qualifications as to any amendment(s) issued to this RFQ.
- All qualifications must be received before the deadline.

Qualification Criteria:

- General abilities, as indicated by profiles of the principals and staff, including their professional track record and technical competence.
- Ability to provide professional services in a timely manner.
- Past performance fulfilling requirements of development agreements with public housing authorities and other public entities, including quality of work, cost control and compliance with performance schedules.
- Capabilities for effective project management across all disciplines, including identifying key personnel with appropriate availability.
- A certified statement that the Offeror is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or local agency.

Evaluation of Qualifications:

- The designation of the Development Partner will be based on the most **responsive** and **responsible** Offeror.
- Offerors must meet the Qualification Criteria stated in this RFQ.
- Offerors' responses to this RFQ must demonstrate their ability to perform the work based on their prior work history, previous experience, satisfactory references, technical proficiency, and ability to provide **qualified** manpower.
- Offeror can withdraw their response at any time up until the point of award.
- The final determination will be at the sole discretion of the Authority.

Response Evaluation:

It is understood by all Offerors / prospective Offerors that the responses received are not publicly opened and the results will typically not be a matter of public record until the Authority has concluded all evaluations, has chosen a final top-rated Offeror, has completed the award and is ready to issue such results. When the Authority issues such notice, the Authority will inform all Offerors as to each Offeror's placement as a result of the evaluation (i.e., 1st, 2nd, 3rd, etc.) and the total points each Offeror was awarded as a result of the evaluation.

All response documents submitted by the Offerors are not necessarily a matter of public record and as a matter of normal course, the responses submitted by each Offeror will not, until after award has been completed, be available to be viewed by any interested party except as approved by the Authority's legal counsel (i.e., an Offeror will not, prior to completion of award, be allowed to challenge an apparent top-rated Offeror by inspecting the proposal that the apparent top-rated Offeror submitted). The Authority shall, however, upon request, verify that the response documents submitted are/were acceptable.

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Development Partner Designation:

The successful Offeror shall be the firm who, as determined by this RFQ's detailed evaluation process, is the top-rated responsive and responsible Offeror. This also requires that:

- The response is reasonable,
- The firm can deliver the specified items in a timely manner and,
- The response is, in the opinion of the Authority, in the Authority's best interest to accept.

All Offerors will be notified in a timely manner of the results of the evaluation after the award has been completed. The Authority does not guarantee that it will enter into a master developer agreement (MDA) because of this Request for Qualifications.

Rejection of Proposals:

The Authority reserves the right, at any time during the RFQ process, to reject any or all responses received. In the case of rejection of all responses, the Authority reserves the right to advertise for new responses or to proceed to do the work otherwise, if in the judgment of the Authority, the best interest of the Authority will be promoted.

Prospective Offerors acknowledge by downloading and receiving the RFQ documents and/or by submitting a proposal that the submission of a proposal to the Authority is not a right by which to be awarded that proposal, but merely an offer by the prospective offeror to perform the requirements of the RFQ documents in the event the Authority decides to consider an award to that offeror.

Cancellation of Award:

The Authority reserves the right to, without any liability, cancel this RFQ at any time before the execution of the Development Agreement by all parties.

HUD Forms

The Authority has no legal right or ability to (and will not) at any time negotiate any clauses contained within any of the HUD forms included as a part of this RFQ.

Contract Compliance Statement:

- The offeror shall state their compliance with all applicable rules and regulations of Federal, State and Local governing entities and that they are not excluded from Federal procurement programs. The offeror must state compliance with the terms of this Request for Qualifications.
- The offeror must demonstrate that the proposal meets **all** applicable rules, regulations, permitting, registration, and licensing requirements, whether Local, State or Federal. It is the responsibility of the Offeror to determine the applicability of any rule, regulation, or other requirement.

Contract Award:

Subsequent to the determination of the top-ranked Offeror, and approval by the PHA Board of Commissioners, the Parties (PHA and top-ranked Offeror) shall negotiate a Master Developer

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Agreement (MDA). A draft MDA will be provided by the Authority. The Authority will not sign another party's MDA. If the Parties are unable to reach an agreement, negotiations will be terminated and recommenced with the next highest ranked Offeror. The MDA shall not be assignable.

Personnel:

- Shall be well qualified on the subject matter of this RFQ.
- Shall be skilled in the type of work for which they are employed on the project and shall work under the direction of a competent superintendent.
- Shall have knowledge and understanding of multifamily building, major services and activities required to perform services required.

Insurance:

- The Development Partner will be required to **name the Authority and the I-195 Redevelopment District as an additional insured** and maintain the insurance for the duration of the MDA.
- Failure to maintain insurance as required during the term(s) of the MDA shall constitute a material breach thereof.
- The Development Partner shall be required to provide a certificate of comprehensive liability / auto / workers compensation insurance.
- The Development Partner shall be required to provide a certificate of insurance illustrating professional liability at a minimum of \$1,000,000.
- The liability coverage shall be a minimum of \$1,000,000 per occurrence.
- The Development Partner shall be required to provide a certificate of insurance illustrating Errors and Omissions Insurance. Coverage shall be a minimum of \$1,000,000 per occurrence.
- Proof of such coverages must be presented to the Authority upon request.

Equal Employment Opportunity:

The Offeror shall affirm that it does not have to subscribe to any personnel policy which permits or allows for discrimination in the employment promotion, demotion, dismissal or laying off of any individual due to their race, creed, color, national origin, age, gender, gender identity, disability, or any other protected class, and that it has not been charged or found guilty of such discriminatory practices.

Disadvantaged Business Enterprise (DBE) Program Requirements:

Consistent with applicable Presidential Executive Orders and other laws that may be in effect, including Executive Orders 11625, 12138, and 12432, the Offeror shall make efforts to ensure that minority, women, and small business enterprises are utilized whenever possible. Efforts to achieve minority, women and small business participation shall include, but shall not be limited to:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises.

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- Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Authority of the U.S. Department of Commerce, and State and local governmental small business agencies.
- Offerors submitting responses to this RFQ are encouraged to consider subcontracting portions of the engagement to small firms owned or controlled by socially and economically disadvantaged individuals. The proposed subcontracting firms must be clearly identified in the response.

Termination:

- The Authority shall have the right to terminate the MDA at any time and reserves the right to terminate for its convenience or in the event it shall abandon or indefinitely postpone the program. Such termination shall be accomplished by written notice delivered to the Development Partner. Payment to the Development Partner shall be made for work performed prior to receipt of the termination notice, together with the Development Partner's reasonable, subject to Authority approval, cost for closing down its work, and the Development Partner shall have no claim for loss of anticipated profits or any additional compensation.
- Despite the above, the Development Partner shall not be relieved of liability to the Authority for damages sustained by virtue of any breach by the Development Partner.
- Omissions of Wage Determinations and Contracts Clauses.

If The Authority terminates the MDA due to missing contract clauses or wage determinations, The Authority shall withhold, cross-withhold, and/or otherwise identify and obligate sufficient funds through a termination settlement agreement drafted by The Authority to pay any necessary back wages. The Development Partner shall sign said termination settlement agreement and shall comply with its terms.

Termination of Contract for Cause:

- If, through any cause, the Development Partner shall fail to fulfill in timely and proper manner any obligation under the MDA, or if the Development Partner shall violate any of the covenants, agreements, or stipulations of the MDA, the Authority shall thereupon have the right to terminate by giving written notice to the Development Partner of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Development Partner under the MDA shall, at the option of the Authority, become its property and the Development Partner shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- Despite the above, the Development Partner shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the MDA by the Development Partner, and the Authority may withhold any payments to the Development Partner for the purpose of setoff until such time as the exact amount of damages due the Authority from the MDA is determined.

Termination of Convenience by Authority:

- The Authority may terminate the MDA at any time by a notice in writing from the Authority to the Development Partner. If the MDA is terminated by the Authority for Convenience, the

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Development Partner will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services covered by the MDA, less payments of compensation previously made: Provided, however, that if less than sixty per cent (60%) of the services covered by the MDA have been performed upon the effective date of such termination, the Development Partner may be reimbursed for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the MDA) incurred by the Development Partner during the MDA period that are directly attributable to the uncompleted portion of the services covered by the MDA. If the MDA is terminated due to the fault of the Development Partner, Termination for Cause or Convenience will be determined by the Authority in its sole discretion.

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

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RESPONSE SUBMISSION FORMAT

The successful offeror shall be the firm who, as determined by this RFQ's detailed evaluation process, is the top-rated responsive and responsible offeror.

To facilitate an effective comparison during the evaluation process, all responses must include the following specified tabs, with components clearly identified by a cover page and page numbers formatted consistently throughout.

Tab 1: Letter of Interest:

The Offeror shall provide a signed Letter of Interest (LOI) on company letterhead. The LOI should include a vision statement for the project that demonstrates a clear understanding of the scope of work outlined in this RFQ, the objectives of the PHA and the I-195 Redevelopment District (195 District), commitment to perform the work expeditiously, and a statement indicating why the Offeror believes itself to be best qualified to perform the requested scope. The LOI shall identify the Offeror's primary Development Team members (general contractor (or a predevelopment construction manager), architect and engineer, and legal counsel), primary contact for each organization, and their role and responsibilities in the project. If a primary team member has not been identified, provide information on how that role will be filled after being selected.

Tab 2: Experience, Qualifications, and Personnel Listing:

The Offeror must provide detailed information and documentation for each primary Development Team member describing their relevant experience, qualifications, and personnel to perform the work. Include in this section:

- The firm's size, number of employees, and number of years in practice.
- The firm's qualifications, relevant experience, and ability of staff to successfully perform the required services.
- A list of completed and in-progress Section 8, LIHTC, mixed-income, and public housing repositioned projects, detailing joint venture and public partners; units mix; total development cost and cost per unit; sources of financing; investors' names and equity raise; start and completion dates. Please denote any relevant experience in the State of Rhode Island.
- Provide a description of the status, total development cost, and completion date of the Offeror's projects currently in predevelopment, development, and construction (excluding completed projects).
- Describe the team's experience with public housing repositioning and approach to working collaboratively with housing authorities.
- Provide a description of the team's approach and project specific statistics of previous experience with Section 3 and M/WBE compliance.
- Provide the names, qualifications, education, skills, and specific experience of key staff who will provide the services.
- Indicate whether, in the past 10 years, the Offeror or any primary team member has been terminated from a contract, and if so, describe circumstances and outcome.
- Indicate whether, in the past 10 years, the Offeror or any primary team member has been sued by or sued a public authority / agency, and if so, describe circumstances and outcome.
- If any exist, the Offeror shall disclose "Identity of Interests" and "Related Parties" on the

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proposed project team.

Tab 3: Development Approach and Strategy:

Include a narrative which describes the Offeror's development approach, strategy, and vision to implement the project as described in the scope of work. Include, as applicable, the approach to phasing, design, and financing of the project; any potential obstacles or impediments; and a schedule for predevelopment activities, financing applications, design and construction.

Tab 4: Proposed Terms and Conditions:

The Offeror shall provide information related to any proposed deal terms and conditions, specifically related to:

- Schedule and phasing plan
- Commitment to fund predevelopment costs
- PHAs role in ownership structure for each project (Dexter/Parcel 41)
- Provision of guarantees*
- Developer fee split
- Schedule for the Development Partner's exit from ownership of the Dexter project
- Commitment to LIHTC training and asset management oversight of PHA personnel
- PHAs cash flow participation
- PHA's (or a to be formed nonprofit affiliate's) sole right of first refusal (ROFR) to acquire the Development(s) (project(s)) at the end of the initial compliance period at a purchase price calculated to be the minimum purchase price permissible under Section 42.
- With the ROFR, funds available in the project reserve accounts shall remain with the project to be used for the benefit of the property and/or its residents.

*Provide three concurrent years of the most recent audited or Certified Public Accountant prepared financial statements from each member of the Development Partner's team who will be providing any guarantees in connection with the development and operation of the project. The statements must include an Income Statement and Balance Sheet showing the assets, liabilities and net worth of the guaranty provider(s). Financial statements should be placed in a separate sealed envelope marked "Confidential."

Tab 5: References and Letters of Recommendation:

Provide the name, company or organization, mailing address, telephone number, and email address of three references (references from other public housing authorities are preferred), and two tax credit investor or syndicator references. Include a letter of recommendation from each reference.

Tab 6: Required HUD and PHA Forms (Appendix B):

All forms must be fully completed and submitted under this section as part of the response submittal.

- HUD Form 5369-C: Certifications & Representations of Offerors for Non-construction Contracts
- Company Profile Form
- Client References
- Non-Collusive Affidavit
- Vendor Disclosure Agreement

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- Fair Employment Practice Statement

Tab 7: Other Information (Optional):

The Offeror may include under this section up to ten (10) pages of other information the Offeror believes is appropriate to demonstrate its qualifications to provide the identified scope of work.

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RESPONSE EVALUATION FACTORS

Responses will be evaluated based on the criteria outlined below. If an award is granted based on this solicitation, it will be conferred upon the highest-rated **responsive and responsible** "Offeror" who, in the discretion of the Authority, most effectively fulfills the factors specified in this RFQ and aligns with the Authority's long-term goals and needs. Furthermore, any Master Developer Agreement (MDA) resulting from this RFQ will be subject to additional requirements and restrictions imposed by HUD.

Each response received will undergo initial evaluation for responsiveness, ensuring it meets the minimum requirements set forth above. Submissions deemed responsive will subsequently be evaluated by a PHA review committee based on the following factors and their respective assigned values. More information on the evaluation method is provided in the next section of this RFQ.

FACTOR	FACTOR DESCRIPTION	MAX POINT VALUE
1	Demonstrated ability of the Offeror and its team to successfully complete the project in an expeditious manner.	25
2	Development Approach and Strategy align with mission and vision of the PHA and the 195 District.	20
3	Financial capacity of Offeror and favorability of proposed terms and conditions towards PHA.	20
4	Quality of references. References from other public housing authorities will be considered for higher scoring.	15
5	The Offeror's demonstrated knowledge of and experience with HUD, HUD programs, and public housing authorities.	10
6	The overall quality, organization, and professional appearance of the submitted response .	10
	TOTAL SCORE	100

Minority/Women Business Enterprise (M/WBE) Bonus Points:

An additional six (6) points will be added to the final evaluation score for Offerors that are certified as a Minority Business Enterprise (**MBE**) or Women Business Enterprise (**WBE**). To be eligible for these additional points, the Offeror must submit a valid copy of their certification with their response. Comprehensive information regarding the certification process, including eligibility requirements and application procedures, can be found on the State of Rhode Island Office of Diversity, Equity & Opportunity website (<https://dedi.ri.gov/>).

Minority Business Enterprise (MBE) means a business enterprise that is at least 51% owned and controlled by one or more minority or socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or other similar causes.

Women's Business Enterprise (WBE) is an independent business concern that is at least 51% owned and controlled by one or more women who are U.S. citizens or Legal Resident Aliens; whose business formation and principal place of business are in the U.S. or its territories; and whose management and daily operation is controlled by a woman with industry expertise.

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RESPONSE EVALUATION METHOD

1. Initial Evaluation for Responsiveness:

Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).

2. Evaluation Packet:

An evaluation packet will be prepared for each evaluator, including the following documents:

- Instructions to Evaluators
- Proposal Tabulation Form
- Written Narrative Form for each Offeror
- Copy of all pertinent RFQ documents

3. Evaluation Committee:

The Authority anticipates forming a minimum of a three-person committee to evaluate each of the responsive "hard copy" qualification statements submitted in response to this RFQ. PLEASE NOTE: No Offeror shall be informed at any time during or after the RFQ process as to the identity of any evaluation committee member. If, by chance, an Offeror does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFQ. The designated Procurement Officer is the only person at the Authority that the Offerors shall contact pertaining to this RFQ. Failure to abide by this requirement may (and most likely will) cause such Offeror(s) to be eliminated from consideration for award.

4. Evaluation:

The appointed evaluation committee, independent of the Procurement Officer or any other person at the Authority, shall evaluate the responsive statements submitted and award points pertaining to the above Evaluation Factors. Upon final completion of the response evaluation process, the evaluation committee will forward the completed evaluations to the Procurement Officer.

5. Points Awarded Range:

Pertaining to the subjective evaluation factors, please note the following range of points awarded:

Classification*	Rating	%
Acceptable	Excellent	95%/+
Acceptable	Very Good	90%/+
Potentially Acceptable	Good	80%/+
Potentially Acceptable	Average	70%/+
Unacceptable	Poor	<70%

***Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.**

6. Potential "Competitive Range" or "Best and Finals" Negotiations:

The Authority reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all Offerors deemed to be in the competitive range. Any Offeror deemed not to be in the competitive range shall be notified of such in writing by the Authority in as timely a manner as possible, but in any case within no longer than ten (10) days after the beginning of such negotiations with the Offeror deemed to be in the competitive range.

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7. Determination of Top-ranked Offeror:

The points awarded by the evaluation committee will be forwarded to the Procurement Officer who will tally each of the scoring sheets to determine the highest score.

If the evaluation was performed to the satisfaction of the Procurement Officer, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) for approval at a scheduled meeting. Master Developer Agreement (MDA) negotiations may, at the Authority's option, be conducted after the BOC approval.

8. Minimum Evaluation Results:

To be considered to receive an award, an Offeror must receive a total calculated average score of at least 70 points (of the 100 total possible points).

9. Notice of Results of Evaluation:

If an award is completed, all Offerors will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all Offerors of:

- Which Offeror received the award;
- Where each Offeror placed in the process as a result of the evaluation of the responses received;

10. Restrictions:

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of an Offeror entity will be excluded from participation on the Authority evaluation committee. Similarly, all persons having ownership interest in, contract, and/or other business association with an Offeror entity will be excluded from participation on the Authority evaluation committee.

APPENDIX A

- Scope of Services
 - 1.0 General
 - 2.0 Development Partner Role
 - 3.0 Providence Housing Authority Role
 - 4.0 Role of PHA's Advisors

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SCOPE OF SERVICES

1.0 GENERAL

The Providence Housing Authority (PHA or Authority) is accepting proposals from qualified development companies (Development Partner, Respondent or Offeror) with extensive experience working with public housing repositioning and developing new mixed-income housing projects. Respondents are required to have the skills, experience, and resources to serve as the PHA's Development Partner for the **Revitalization of Dexter Manor and New Construction of a Mixed-Use/Income Building on Parcel 41 (the Project)**, all in accordance with HUD requirements, as applicable.

Building Addresses and Assessor's Plat Number:

Dexter Manor
100 Broad Street
Providence, RI 02903
Lot 22, Plat 24

Parcel 41
295 Pine Street
Providence, RI 02903
Lot 666, Plat 24

The Development Partner selected through this solicitation is expected to conceptualize and implement a viable and sustainable development strategy for the Project utilizing a variety of financing tools which leverage PHA funding, including but not limited to, low-income housing tax credits (LIHTC), Tax Exempt Bonds, Historic Tax Credits, Federal Home Loan Bank sources, U.S. Department of Housing and Urban Development (HUD) repositioning (the Rental Assistance Demonstration Program (RAD) or RAD/Section 18 Blend), HUD's Restore-Rebuild Program (using a portion of the 24 public housing units available under the PHA's Faircloth Authority), private debt, and/or other funding sources as applicable.

Estimated Term of Service: The initial term of the "Master Developer Agreement" (MDA) resulting from this solicitation shall be three (3) years, commencing on the date of the award. The PHA may, at its sole discretion, extend the MDA for up to two (2) additional one-year terms provided that the Development Partner has made substantive progress.

Dexter Manor – Repositioning and Substantial Renovation (Phase 1)

Dexter Manor I, built in 1962, was originally a 200-unit 10-story elderly/adult disabled/general population high-rise building located on the edge of Providence's downtown neighborhood. In 1984, a new wing was added to the building, creating an additional 91 apartments and office space for the PHA's Administrative Offices. Although the newer wing is technically a separate development named Dexter Manor II, the two buildings are usually referred to collectively as "Dexter Manor."

The first two floors of Dexter Manor II house the Offices of the PHA's Executive Director and the Departments of Property Management, Leased Housing, Finance, and Strategy and Development. The Resident Services and Property Management offices, which serve residents of the building, are in Dexter Manor I. In addition to these offices, the property has a community room, and laundry room for residents.

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The overall unit mix for Dexter Manor (I and II) is as follows:

120	studios
144	one-bedroom units
<u>27</u>	<u>two-bedroom units</u>
291	Total Units

Dexter Manor requires substantial renovation, including upgrades to building systems, roof replacement, interior plumbing, common areas, unit interiors, accessibility features, and energy efficiency measures. Please refer to Appendix C - Exhibit 1 for the most recent capital needs assessment (CNA) available for the property. To facilitate the renovation, the PHA is prepared to utilize HUD's Rental Assistance Demonstration Program (RAD) or a RAD/Section 18 Blend to convert the 291 public housing units to the Housing Choice Voucher (HCV) Section 8 funding platform. This subsidy conversion will allow the PHA to leverage debt and advance its goals for Dexter Manor, including maintaining long-term affordability, improving building systems, meeting current building codes and accessibility standards, including the Uniform Federal Accessibility Standards (UFAS) and those under the Americans with Disabilities Act of 1990, and overall enhancing resident quality of life now and in the future.

The PHA (or to be formed nonprofit affiliate) expects to provide a ground lease for the development, to serve as a co-developer, be in the ownership structure as general partner or managing member and be the property manager of the completed Dexter Manor project.

Parcel 41 of I-195 Redevelopment District – New Construction (Phase 2)

The I-195 Redevelopment District (195 District) was created in 2011 when a section of Interstate 195 was relocated, freeing over 26 acres of former highway land for redevelopment. The quasi-public 195 District and its oversight Commission were created to manage the sale, marketing and redevelopment of this land. Seven acres were designated as open space, and 19 acres were slated for redevelopment. The mission of the 195 District is to develop the former 195 land in Providence to create a thriving innovation district and neighborhood that attracts investment and fosters economic growth and opportunity.

Fourteen projects totaling over 2.1 million square feet have been completed, planned, or are under construction in the 195 District. This includes 1,100 housing units, including 177 workforce and/or affordable units; 400,000 square feet of office and lab; an Aloft hotel; and over 35,000 square feet of retail. The District also owns and operates 195 District Park, a vibrant riverfront open space hosting more than 300 events annually. For more information on the 195 District, visit www.195district.com.

Parcel 41 of the 195 District is located at the intersection of East Franklin Street and Pine Street, directly adjacent to Dexter Manor. The 195 District approached the PHA to explore possible redevelopment scenarios that added a portion of the Dexter Manor parcel to Parcel 41 with a goal of creating a redevelopment site that would be mutually beneficial to both agencies by maximizing the development potential of both sites. Depending on the amount of Dexter Manor land that is combined with Parcel 41, new construction could yield between 60 and 170 housing units, assuming a five-story wood framed structure over a podium building typology.

A summary of the dimensional regulations for Parcel 41 is provided below. The District's full land use regulations are available here: www.195district.com/for-developers/development-plan/. Because the new construction parcel will include land both in the 195 District and within the City of Providence's

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jurisdiction, the project will need to be permitted through both the District and the City processes. Additional site background on Parcel 41 is available here at the link below, including details on master permits in place with other regulators:

https://www.dropbox.com/scl/fo/pg03hg02xtmodyd7axa8n/ALvJho5QHjdzCccqI_PJFNA?rlkey=jcbus6wffqgds2exobh6930og5&st=t1625xl6&dl=0

Parcel 41

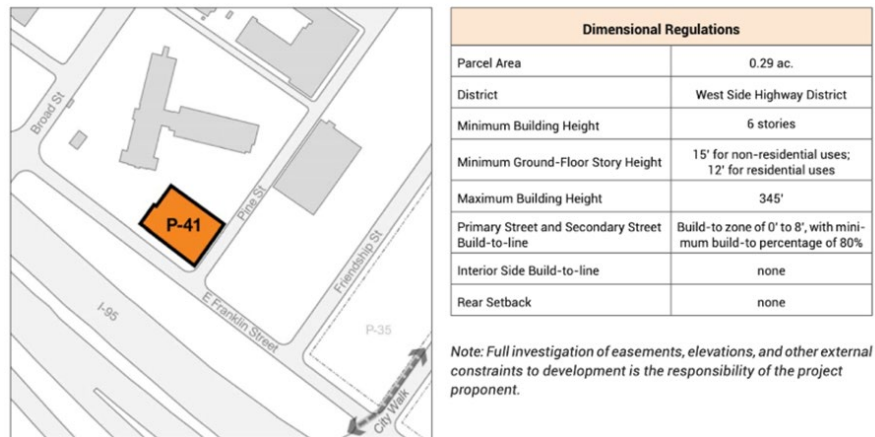


Figure 1. Parcel 41 overview, courtesy of the I-195 Redevelopment District.

The 195 District Commission voted at its meeting on July 16, 2025, to work with the PHA to solicit a mixed-use/income housing development proposal for Parcel 41. The resolution includes a summary of key terms related to the disposition and development of the Parcel. Following the selection of a Development Partner, the 195 District will enter into a Letter of Intent and then a Purchase and Sale Contract with the PHA. The expectation is that Parcel 41 will be included in a long-term ground lease associated with the new development. The 195 District Commission's resolution is included in this solicitation in Appendix C – Exhibit 2.

The goal of the new development is to create a financially sustainable, mixed-use/income community that complements Dexter Manor, provides high-quality new housing units that help address the state's housing crisis, and contributes to the revitalization of the surrounding downtown neighborhood. The building shall be consistent with the PHA's vision and the 195 District's mission and its Development Plan (available at: www.195district.com/for-developers/development-plan/). This site is expected to include ground-level activation such as community services and/or amenities that are accessible to the new community and the existing families at the adjacent Dexter Manor site.

The PHA (or to be formed nonprofit affiliate) expects to provide a long-term ground lease for the development. The offeror may propose organizational, ownership structures, and property management responsibilities related to the new construction project that may or may not include PHA.

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2.0 DEVELOPMENT PARTNER ROLE

The selected Development Partner will be responsible for developing and implementing strategies for Dexter Manor and Parcel 41. The Development Partner will be expected to: assemble and manage a team of qualified individuals and companies, including the architecture/engineering team, general contractor, legal team, and consultants required for the project; secure the necessary financing to fund the redevelopment activities; obtain PHA, 195 District, and HUD approval of the redevelopment plan; obtain local approvals; and provide initial training, support, and oversight to PHA personnel on matters related to tax credit compliance and investor reporting.

The Development Partner will work closely and collaboratively with all stakeholders, including, but not limited to, the PHA, PHA residents, and other PHA consultants. The Development Partner will be responsible for ensuring that the redevelopment plan is prepared, approved, financed, and implemented in a timely fashion. The scope of services shall include the following:

2.1 General

- a) Oversee and Implement Redevelopment Efforts: The Development Partner will provide the necessary staffing, expertise, supervision, and guarantees to implement all aspects of the redevelopment fully and expeditiously.
- b) Hire and Manage Consultants and Contractors (as needed) for Planning and Implementation: The Development Partner will procure other consultants and/or contractors and coordinate all tasks necessary for the planning and implementation of the redevelopment plan. At a minimum, the Development Partner will need to procure, oversee, and manage all consultants necessary to complete funding applications, master planning, architectural design, environmental review, market analysis, appraisals, geo-technical studies, engineering (civil, mechanical, electrical, plumbing and fire protection), and relocation and financial reporting to equity investors.
- c) Maintain Communication Regarding Project Progress with PHA, PHA Residents, HUD and ALL Key Stakeholders: PHA will establish a regular schedule of team meetings in which the Development Partner will actively participate. The Development Partner will be responsible for submitting monthly progress reports to PHA, in such format and media that PHA might direct, detailing project progress, milestones achieved, updated schedules, budget status and projections, Section 3 and M/WBE participation, and other information deemed relevant by PHA. The Development Partner may be required to attend Board Meetings from time to time.
- d) Develop and Maintain Quality Control Measures: The Development Partner is responsible for ensuring that the Project is implemented and managed with the highest quality standards for the effective performance by all parties in all aspects of the Project.
- e) Develop and Maintain a Detailed Development and Critical Path Schedule: The Development Partner will develop and maintain a detailed schedule of events and milestones predicated on financing deadlines that include pre-development activities, construction start and completion, lease-up, project stabilization, and permanent loan close (conversion).
- f) Foster Resident Involvement: In cooperation with PHA and in accordance with applicable HUD regulations, the Development Partner will facilitate and foster the involvement of public housing and neighborhood residents in the design and implementation of the redevelopment plan.
- g) Resident Engagement: The Development Partner shall, in collaboration with the PHA, comply with all resident engagement associated with HUD public housing repositioning requirements and regulations.
- h) Be Responsive to Local Community, Neighborhood, and Government Interests: The Development Partner will promote and maintain good relations with community and

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neighborhood groups, and federal, state and local governments. All communication shall be coordinated with PHA and 195 District.

- i) Compliance with Laws, Rules, and Regulations: The Development Partner will comply with all applicable Federal, State and local laws, rules, and regulations. The Development Partner will establish systems and manage all Development Team members (contractors, consultants and others) providing service during the redevelopment effort to ensure their compliance with applicable labor laws, rules and regulations, any documentation or reporting obligations, and any prevailing wage requirements.
- j) MBE/WBE/DBE/VBE Opportunities: The Development Partner will take affirmative steps necessary to assure that, consistent with applicable law, minority-, women-, disadvantaged-, and veteran-owned business enterprises are used to the greatest extent feasible. The Development Partner shall have a viable program in place to assure that goals are met or exceeded. A monthly report shall be provided to PHA by the Development Partner to accurately demonstrate the level of effort and compliance.
- k) Resident/Local Employment and Contracting: The Development Partner shall develop and implement a comprehensive Section 3 Program for the project in collaboration with PHA and consistent with HUD requirements.

2.2 Predevelopment

- a) Prepare Feasibility Assessments, Market Analysis and Appraisals: The Development Partner will thoroughly assess existing conditions, review and facilitate any updates to the Capital Needs Assessment, manage the preparation of feasibility assessments, market analysis and appraisals necessary to develop a viable development approach.
- b) Assist PHA to obtain HUD Repositioning Approval: As appropriate, PHA will submit a repositioning application to HUD. The Development Partner shall assist and provide documentation and reports to support the application. Development Partner may be asked to participate in calls with HUD related to the repositioning application.
- c) Prepare Redevelopment Plan: In consultation with PHA, 195 District, City of Providence, Dexter Manor residents, the surrounding community, and other interested stakeholders, the Development Partner will refine the plan for redevelopment consistent with program goals and as acceptable to PHA, 195 District, and HUD.
- d) Obtain Local Approvals, Entitlements, and Environmental Clearances: In collaboration with PHA and the 195 District, the Development Partner will procure the consultants and prepare the necessary documents to obtain local approvals, entitlements, and environmental clearances from all interested / involved agencies, including HUD environmental review approval.
- e) Relocation Planning: In collaboration with PHA, the Development Partner will procure a qualified consultant to develop a suitable relocation plan and budget that ensures the responsible relocation of existing adult and disabled households (occupied residential) and PHA offices (occupied office), consistent with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA), Section 104(d) of the Housing and Community Development Act of 1974, as applicable, Section 18, RAD, and other applicable federal and state requirements. All existing public housing residents will have a right to return to the same or comparable units, and this concept must be reflected in all relocation and re-occupancy plans. The cost of relocation must be included in the Development Partner's pro-forma and underwritten in the development budget.
- f) Plans and Specifications: The Development Partner will be responsible for the preparation of all construction plans and specifications necessary to implement the construction of the project. Plans and specifications must comply with the requirements of all local, State, and Federal permitting and regulatory agencies, including but not limited to, Section 504 and Uniform

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Federal Accessibility Standards (UFAS). In addition, plans and specifications must be prepared with the intent of the project to meet the highest possible cost-effective standards for energy efficiency; meet or exceed industry standards of quality and sustainability; and minimize change orders and disputes. All plans and specifications will be subject to review and approval by PHA and HUD, as applicable.

2.3 Financing

- a) Produce an Overall Financing Plan: The Development Partner shall produce an attainable financing plan for the Project. The financing plan will reflect the goals established during predevelopment and must demonstrate an approach to use public funds from any source in the most efficient manner, maximizing the leveraging of public funds to the greatest extent possible.
- b) Financing Applications: The Development Partner shall pursue diligently and use best efforts to obtain all the financing necessary to implement the development plan in a timely manner. Financing applications may include, but not be limited to, low-income housing tax credits (LIHTC), Tax Exempt Bonds, Historic Tax Credits, Federal Home Loan Bank sources, U.S. Department of Housing and Urban Development (HUD) repositioning (the Rental Assistance Demonstration Program (RAD) or RAD/Section 18 Blend), HUD's Restore-Rebuild Program (using a portion of the 24 public housing units available under PHA's Faircloth Authority), private debt, and other funding sources as applicable.
- c) Securing Financing: The Development Partner shall take full responsibility for securing all financing sources in a timely fashion and ensure that PHA is involved in all aspects of the selection of financial partners to ensure that the proposed terms are both competitive and reasonable. PHA shall be involved in all discussions and negotiations with financial institutions and private partners. PHA shall review and have the complete discretion and final authority to approve all solicitation documents, proposals, business terms, and related contractual documentation.
- d) Equity Investment: Using an open and competitive process, the Development Partner will obtain an equity financing commitment and terms that benefit the Project and PHA's ownership and management objectives, including terms associated with the exit of the equity partner in year 15 of the compliance period.
- e) Guarantees: The Development Partner shall provide all guarantees required for the successful financing of the Project, including, but not limited to, construction completion guaranty, tax credit delivery guaranty, other guarantees through stabilization, operating deficit guaranty, tax credit adjuster or recapture guaranty, and guarantees of performance.
- f) Operating Feasibility: The Development Partner shall coordinate the proposed operating budget of the Project with PHA. The operating budget of the Project shall represent an accurate accounting of anticipated and sustainable operating costs, assuming that the PHA is the managing agent/property manager for Dexter Manor, and Parcel 41 if applicable. The PHA shall review and have the complete discretion and final authority to approve final operating budgets for development proformas and financial underwriting.

2.4 Construction

- a) Hire Qualified General Contractor: The Development Partner may include a qualified general contractor (GC) or construction manager (CM), with sufficient bonding capacity to complete the Project, or propose an alternative GC/CM selection process in collaboration with the PHA. In either case, the Development Partner and GC/CM will create and implement a competitive process for selecting the most qualified and responsible subcontractors to ensure a fair and

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reasonable price for construction. All contractors must have all necessary licenses, financial capacity, and capabilities to perform the work.

- b) Oversee Construction Activities: During construction, the Development Partner shall provide oversight and management of construction activities. The Development Partner shall coordinate all Development Team members and attend job-site meetings. During construction, the Development Partner shall have full-time on-site representation to monitor quality control and execution of the work in conformance with approved plans and specifications and all applicable state, federal, and local laws and regulations.

2.5 Ownership and Asset Management

- a) Organize Ownership Entities: The Development Partner will provide guidance and support to the PHA in the creation of ownership entities and structures to meet the requirements of the Project.
- b) Ensure the Short- and Long-Term Viability of the Project: The Development Partner will train, support, and assist the PHA to develop and implement Affordable Fair Housing Marketing Plans (AFHMP), occupancy, asset and property management plans, to ensure that the Project is in compliance with all applicable requirements and regulations.
- c) Market and Lease-Up: The Development Partner will be required to create and implement a market and lease-up strategy for the rental units to ensure that stabilized occupancy is achieved in compliance with all applicable financing and regulatory agreements. Such strategies will accommodate the right to return of current tenants and individuals on PHA's eligible waitlists for the Dexter Manor redevelopment.
- d) Compliance Support and Training: For the Dexter Manor project, the Development Partner shall provide the PHA with LIHTC operating period compliance support and training, to include, but not be limited to: lease-up, tenant certifications, and financial reporting to equity investors.

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3.0 PROVIDENCE HOUSING AUTHORITY ROLE

PHA's level of participation throughout the development process will be determined by the terms and conditions negotiated with the selected Development Partner and will be fully described in the resulting MDA that will be executed with the Development Partner upon designation. At a minimum, PHA's level of participation will include all activities necessary for compliance with applicable HUD regulatory requirements and any terms and conditions agreed to in the MDA.

3.1 General

- a) Landowner/Site Control: PHA is the current owner of the land underlying Dexter Manor. PHA anticipates entering a long-term ground lease with a yet-to-be-formed limited liability company or limited partnership. PHA will work with HUD through repositioning to secure necessary approvals and releases from the current declaration of trust. It is anticipated that Parcel 41 will be conveyed to the PHA and included in a long-term ground lease, which may be a separate lease from the Dexter Manor property. Parcel 41 will not be conveyed until all financing for the new construction building is secured and a construction contract is in place.
- b) Liaison with the City of Providence: The PHA and the 195 District will be included in all communication with the City of Providence. It is anticipated that the Development Partner will participate in key meetings with the city and elected officials.
- c) HUD Contact: PHA will be responsible for all communication with HUD, which includes the submission of program and evidentiary documents to obtain all HUD approvals including, but not limited to, land disposition approval, and review and approval of the repositioning plan. To the extent any such evidentiary documents or other information are within the knowledge or responsibility of the Development Partner, PHA will expect the Development Partner to be principally responsible for preparing such and providing to PHA for submission.
- d) Property Management: PHA will serve as the management agent and provide full-time property management services upon completion of the redevelopment of Dexter Manor, and Parcel 41 if applicable. PHA currently manages the property and will work with the Development Partner throughout the construction and lease-up period to achieve stabilized operations.

3.2 Predevelopment

- a) Due Diligence: PHA may be involved in all aspects of due diligence activities and will assist the Development Partner and the Development Team, coordinating access to the property and providing copies of available plans and reports.
- b) Program and Design Review: PHA may be involved in all aspects of the programming and design process for the Project. PHA shall review and have the complete discretion and final authority to approve site design, building designs, building systems, floor plans, materials, and fixtures, furnishings and equipment at each design stage (schematic, design development, and construction documents) before the design team is authorized to begin the following stage. If required, PHA will submit any required plans and specifications to HUD for approval.
- c) Performance Monitoring: PHA will monitor the Development Partner and Development Team and establish performance measures throughout the life of the Project.

3.3 Financing

- a) Operating Subsidy: The PHA anticipates submitting a Section 18 disposition application to HUD for Dexter Manor and, if awarded by HUD, project-based vouchers (PBVs) will be the primary

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subsidy/type of assistance post-closing. However, if Dexter Manor does not meet HUD's definition for physical obsolescence, the PHA expects to submit a RAD/Section 18 blend application and provide PBVs in accordance with the applicable HUD regulations. The PHA will not provide any subsidy amount greater than what it receives from HUD, less any amount retained by the PHA for monitoring and asset management responsibilities. The Development Partner is responsible for knowing fully which HUD restrictions may apply and understanding how they may affect the redevelopment of Dexter Manor. For Parcel 41, the PHA will consider a Restore-Rebuild transaction to allow for some project-based vouchers to be placed within the mixed-income building. PHA is also open to exploring a Transfer of Assistance from the existing Dexter Manor to the newly constructed site and will work with the selected Development Partner to explore timing and appropriate number of units, subject to HUD approval.

- b) Developer Fee: PHA intends to play a significant role in each phase and step of the Project, including, but not limited to, coordination of reporting and approvals from HUD, completion of necessary procedures associated with repositioning, coordination with the City of Providence for PILOT agreements, providing the land and buildings for the project, review and approval of plans and specifications, review and approval of funding applications, participation in the construction management processes and requisitions, and lease up / stabilized operations. In return for PHA's significant role and participation, PHA expects to share in the developer's earned fee. The final split will be negotiated as part of the final MDA, but PHA's share of the fee shall be no less than 30% for the Dexter Manor project and commensurate with participation in the Parcel 41 project.
- c) Equity Investor and Lender Solicitation: PHA intends to participate in the development of solicitation documents for, and negotiations with, investors and lenders for the Dexter Manor project, and Parcel 41 if applicable. PHA shall review and have the complete discretion and final authority to approve all final terms and conditions of equity and loan agreements.

3.4 Administration

- a) Asset Management and Regulatory Oversight: During construction, the PHA will monitor the Development Partner's compliance with Davis/Bacon Wage Requirements and reporting. Post-construction, the PHA will continue to have asset management responsibility for Dexter Manor and any other units in which the PHA or any of its affiliates have an ownership interest. The PHA will monitor and enforce the terms of its agreements with the Development Partner and provide regulatory oversight for all units financed with PHA, City of Providence, or other public funds. The PHA will monitor the Development Partner's efforts to attain Section 3 participation requirements, which include, not only resident employment, but also contracting with Section 3 business concerns. The PHA will also monitor the Development Partner's efforts, consistent with applicable law, to attain Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), and Veteran Business Enterprise (VBE) participation requirements.
- b) Payment Processing: PHA shall review and have the complete discretion and final authority to approve all payments made regardless of the funding source in accordance with the terms and conditions of the Development Agreement.
- c) Contract Amendments: PHA shall review and have the complete discretion and final authority to approve all project-related contract amendments and deliverables as outlined in the terms and conditions of the Development Agreement.
- d) Approval of Deliverables: PHA shall review and have the complete discretion and final authority to approve all project related deliverables to ensure compliance with the terms and conditions of the Development Agreement.

PROVIDENCE HOUSING AUTHORITY

4.0 ROLE OF PHA's ADVISORS

The PHA has assembled a team of experienced advisors to assist it with the proposed redevelopment. The Development Partner must work collaboratively with the PHA's advisors to ensure the expeditious and successful planning and implementation of the redevelopment plan. These consultants may include, but not be limited to:

- a) Program Management: The PHA has procured EJP Consulting Group (EJP) as a development consultant to assist with the administration of the public housing repositioning. EJP will provide technical assistance and training to PHA staff on mixed-finance development, HUD regulations and processes, and resident services programs. EJP will assist the Development Partner in preparing certain documentation for HUD approval and will assist with expediting HUD review and approval. EJP will provide advice to the PHA in negotiating deal terms and will help monitor and enforce the terms of the Development Agreement.
- b) Capital Needs Assessment and Energy Audits: The PHA has procured Dominion Due Diligence Group (D3G) to prepare Capital Needs Assessments and Energy Audits (CNA).
- c) Legal Counsel: The PHA has procured **[TBD]** to represent and protect its interests in contracts and documents related to public housing repositioning, mixed-finance development and closing. The Development Partner shall procure its own legal representation to provide advice and counsel regarding closing documents and evidentiary required for implementation of the redevelopment plan.
- d) Environmental Site Assessment: The PHA has procured Fuss and O'Neill to prepare the Phase I Environmental Site Assessment at the Dexter Manor property.
- e) Design Review and Construction Oversight: The PHA has procured **[TBD]** to represent and protect its interests in the development of the Project. **TBD** will review all design and construction documents on behalf of the PHA. The new construction project will go through the required design review process through both the 195 District and the City of Providence, given the split jurisdiction of the combined parcel.

APPENDIX B

FORMS TO BE SUBMITTED WITH THE PROPOSAL PACKAGE

- HUD Form 5369-C: Certifications & Representations of Offerors for Non-construction Contracts
- Company Profile Form
- Non-Collusive Affidavit
- Vendor Disclosure Agreement
- Client References
- Fair Employment Practice Statement

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/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

PROVIDENCE HOUSING AUTHORITY

COMPANY PROFILE FORM

Company: _____

Address: _____

Email: _____

Phone: _____

Please attach a brief biography / resume of the company, including the following information:

- a) Year Firm Established;
- b) Year Firm Established in RI, if applicable;
- c) Former Name and Year Established, if applicable;
- d) Name of Parent Company and Date Acquired, if applicable;

Identify Principles/Partners in the Firm:

Name	Title	% Of Ownership

Identify the individual(s) that will act as project manager(s) and any other supervisory personnel that will work on the project and submit a brief resume for each.

Name	Title

Please mark all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- | | |
|---|---|
| ☐ Government Agency _____% | ☐ Public-Held Corporation _____% |
| ☐ Non-Profit Organization _____% | ☐ Partnership _____% |
| ☐ Limited Liability Company _____% | ☐ Sole Proprietorship _____% |
| ☐ Corporation _____% | |

Minority Business Enterprise (MBE) or Woman-Owned Business Enterprise (WBE). Qualifies by virtue of fifty-one percent (51%) or more of ownership and active management by one or more of the following:

- | | |
|--|---|
| ☐ African American _____% | ☐ Native American _____% |
| ☐ Hispanic American _____% | ☐ Asian/Indian American _____% |
| ☐ Asian/Pacific American _____% | ☐ Caucasian _____% |
| ☐ Hasidic Jew _____% | ☐ Woman-Owned (WBE) _____% |
| ☐ Other (Specify) _____% | |

PROVIDENCE HOUSING AUTHORITY

WMBE Certification Number: _____

Certified By: _____

(NOTE: A CERTIFICATION NUMBER IS NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

Federal Tax ID Number: _____

State of RI License Type and Number: _____

Worker's Compensation Insurance Carrier: _____

Policy Number: _____ **Expiration Date:** _____

General Liability Insurance Carrier: _____

Policy Number: _____ **Expiration Date:** _____

Professional Liability Insurance Carrier: _____

Policy Number: _____ **Expiration Date:** _____

FELONY DISCLOSURE:

Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony?

Yes () / No ()

If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

PLEASE NOTE: The Agency reserves the right to not make award to any proposer that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

DEBARRED STATEMENT:

Has this firm or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Rhode Island, or any local government agency? **Yes () / No ()**

If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

CONFLICT OF INTEREST:

Does this firm or any principal(s) have any current / past personal or professional relationship with any Officer or Commissioner of the Providence Housing Authority? **Yes () / No ()**

If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

The undersigned offeror hereby states that by completing and submitting this form, he / she is verifying that all information provided herein is, to the best of his / her knowledge, true and accurate, and agrees that if the Providence Housing Authority discovers that any information entered herein is false, that shall entitle the Providence Housing Authority to not consider, make award, or cancel any award with the undersigned party.

Company: _____

Address: _____

Printed Name: _____ **Title:** _____

Signature: _____ **Date:** _____

PROVIDENCE HOUSING AUTHORITY

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says:

That (he / she) is (the owner / partner / officer) of the firm of:

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Housing Authority of the City of Providence, Rhode Island, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature & Title:

Owner: if the bidder is an individual

Partner: if the bidder is a partnership

Officer: if the bidder is a corporation

Subscribed and sworn to before me this

_____ day of _____, 20____.

(Notary Public)

My commission expires _____, 20____

PROVIDENCE HOUSING AUTHORITY

VENDOR DISCLOSURE AGREEMENT

Entity Completing Form: _____
Address: _____
Company Contact Name: _____
Telephone: _____

The Providence Housing Authority requires the following written disclosure prior to award:

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change order, or individual transactions in an aggregate of \$3,000.00, shall provide to the Procurement Office a written disclosure of any conflicts of interest that may exist.

Relationship to a Providence Housing Authority employee, Board Member, or Agent* involved in making the award. A relationship can be defined as: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister; a partner; or an organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

* Agent is defined as the Providence Housing Authority legal counsel

- ☐ I certify that I am not related to a Providence Housing Authority employee, Board member, or Agent
☐ I am not aware of any relatives being employed by the Providence Housing Authority
☐ I am related to an individual and disclose the following information:

Name(s) of Individual(s): _____
Address(es) of Individual(s): _____

I certify that all the information above is true and complete. I also understand that if my situation changes during any contractual period, that I will disclose the change in writing to the Procurement Officer at the PHA.

Printed Name: _____ **Title:** _____
Signature: _____ **Date:** _____

CLIENT REFERENCES SHEET

Client Name: _____
Address: _____
Contact Person: _____
Email: _____
Phone Number: _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

PROVIDENCE HOUSING AUTHORITY

FAIR EMPLOYMENT PRACTICE STATEMENT

STATE OF _____

COUNTY OF _____

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is _____ of _____ (Offeror) and that by its employment policy, standards and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal of, laying off of any individual due to his/her race, creed, color, national origin, age sex, disability or any other protected class.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Subscribed and sworn to before me this

_____ day of _____, 20____.

(Notary Public)

My commission expires _____, 20____

APPENDIX C:

EXHIBITS

- Exhibit 1: Draft Capital Needs Assessment
- Exhibit 2: Parcel 41 Resolution
- Exhibit 3: Dexter Manor Operating Budget
- Exhibit 4: Dexter Manor Drawings

**You can access all the
Exhibits documents by
clicking on the following link:**

<https://www.dropbox.com/scl/fo/nme1f2x2f3o1of3lhqb4d/AJDiTNUNoNuTcV4Wnqjp2Nw?rlkey=503dh2t2t31gacb6dct19g6cx&st=p33yun4r&dl=0>