

Request for Proposals



Linden Street Redevelopment Developer Partner

RFP Issue Date:	Mon. June 24, 2024
Proposal Due Date:	12 noon, Wed Aug 7, 2024

A copy of this RFP can be obtained from the [NHA website](https://www.needhamhousing.org/bids-rfqs-rfps/): <https://www.needhamhousing.org/bids-rfqs-rfps/>. Questions concerning this solicitation must be received via email to Ms. Erica Schechter Peregrine Group LLC (eschechter@peregrinegrp.com) no later than noon Wednesday July 24, 2024. Questions received and responses thereto will be eMailed to all registered bidders the following week.

Needham Housing Authority Legal Notice

Disposition and Redevelopment of NHA's Linden Street Public Housing

Needham Housing Authority ("NHA" or the "Authority") is soliciting proposals from qualified developer partners for the disposition and redevelopment of its public housing site at 138-188 Linden Street, Needham MA 02492. The site currently comprises 72 deeply affordable, state-subsidized studio apartments for seniors and the disabled, built between 1957-1964 and situated on approximately 4 acres of land. The disposition of the site is subject to approval by the Massachusetts Executive office of Housing and Livable Communities. The RFP package is available free of charge from the [NHA website](https://www.needhamhousing.org/bids-rfqs-rfps/): <https://www.needhamhousing.org/bids-rfqs-rfps/>.

The purpose this request for proposals ("RFP") is to select a developer partner with the demonstrated experience and capacity to carry out the redevelopment project described in this RFP, whose proposal best addresses the needs, goal and objectives of the Authority and the Town of Needham. Of particular importance: (1) at a minimum the 72 existing public housing units must be replaced by at least 72 new units of comparable affordability for seniors and the disabled; and (2) the Authority seeks the development of a significant number of additional new affordable units for seniors and the disabled.

Respondents are required to submit their offer in two sealed envelopes, one containing the technical proposal and another containing the non-technical proposal (price, fees and legal terms & conditions and the like). The Authority will select the most advantageous offer by first using comparative evaluation criteria and judgement applied to the technical proposals; then the Authority will evaluate and the most advantageous terms offered in the non-technical proposal. A development services agreement will be awarded to the offeror submitting the most advantageous proposal overall.

The NHA has created this RFP in good faith and commercially reasonable efforts have been made to ensure its accuracy. However, the Authority makes no representations or warranties, express or implied as to the accuracy and/or completeness of the information provided in this RFP, including all appendices, and supplementary information. The RFP may contain errors and omissions.

The NHA reserves the right to cancel the RFP before proposals are submitted, or reject all proposals after submission, at any time that NHA determines that it's in the Authority's best interest.

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INTRODUCTION AND SUMMARY OF THE REQUEST FOR PROPOSALS

The Needham Housing Authority ("NHA" or the "Authority") is seeking a Developer Partner to lead the disposition and redevelopment of its Linden Street state-aided (Chapter 667) affordable public housing development for seniors/disabled located at 138-188 Linden Street, MA 02492 (the "Redevelopment Project" or the "Project").

Linden Street, built between 1957-1964 on approximately 4 acres of land in Needham MA, is a collection of 18 one story brick buildings containing 72 housing units; and a maintenance storage shed (and the former NHA office building, not currently in use.) Over the last 60+ years, the complex has had limited capital improvements and is in need of substantial reinvestment and modernization. There are ongoing issues with moisture infiltration, energy efficiency, plumbing, electrical and mechanical systems. Accessibility is also a major concern as there are no ADA/MAAB accessible units at Linden Street.

The Developer Partner is being sought to preserve and replace the existing volume of NHA's Linden Street housing units on site (72 studio apartments with tenants averaging at or below 30% AMI) -- while adding density to address unmet demand for additional affordable senior/disabled housing and making the Project more financially viable. The proposed redevelopment plan should include a means for NHA to realize economic benefits, funding other initiatives and ideally maintain the critical mass of NHA's staff. Beyond selecting the Developer Partner, the structure, key terms and means of the proposed Development Services Agreement (DSA) between NHA and the Developer Partner will be considered as part of the scope of responses to this RFP.

An unusual dimension of this Project and this RFP is that the Authority has already raised much of the funding needed for the Project's predevelopment activities, and has also carried out a substantial amount of pre-development work over the past three years. This includes 1) the creation of the Project's Schematic Design¹, 2) securing the zoning relief necessary to build the Project by right, and 3) identifying a substantial amount of construction funding towards the estimated total development cost of ~\$84 million, as detailed later in the RFP.

At the highest level, the purpose of this RFP is to:

- First, select a Developer Partner with demonstrated experience and capacity to lead and carry out a redevelopment project that best addresses the needs and goals of the Authority and Needham community, as further described in this RFP.
- Second, serve as notice of the NHA's intent to dispose of the Linden Street Project site, a course of action that has already received conditional approval from the Executive Office of Housing and Livable Communities (EOHLC), and which must be carried out in compliance with all requirements of law governing disposition of real property by a local housing authority.

¹ The Authority understands that proposals may need to deviate from the currently envisioned site plan and Schematic Design if Respondents feel modifications are necessary to achieve the overall objectives of the redevelopment, particularly to secure the financing.

The most advantageous proposal from a responsive and responsible Respondent, taking into consideration all the factors and evaluation criteria set forth in this RFP, will be selected as NHA's Developer Partner.

Note: if the Authority and the first respondent designated as most responsive fail to enter into a Development Services Agreement within a reasonable timeframe of selection, NHA reserves the right to select the next highest-ranking proposal and finalize negotiations with that respondent instead.

Legal Title to Site

Title to the land comprising the existing Linden Street development (the "Property") is vested in Needham Housing Authority, a body politic and corporate duly organized pursuant to Chapter 121B of the Massachusetts General Laws, by virtue of (1) Deed dated October 29, 1957 and recorded with the Norfolk County Registry of Deeds in Book 3600, Page 519; (2) Fee Simple Eminent Domain Taking dated October 16, 1961 and recorded in the Norfolk County Registry of Deeds Book 3936, Page 354; and (3) Deed dated October 16, 1962 and recorded in the Norfolk County Registry of Deeds Book 3936, Page 356, (3) Deed dated October 17, 1961 and recorded in the Norfolk County Registry of Deeds Book 3936, Page 357, and (4) Deed dated October 19, 1961 and recorded in the Norfolk County Registry of Deeds Book 3939, Page 3².



Linden Street | Proximity Map

RFP Dropbox Repository

Because of the extensive predevelopment work already completed for the Project, an RFP Dropbox Repository has been created to contain the relevant documents, analyses, plans, designs, presentations, legal documents, research, etc., which have been generated to date. RFP respondents may access and download all documents referenced in the RFP by clicking on the [RFP Dropbox Repository link](#).

² The Linden Street Development is adjacent to and abuts NHA's Chambers Street Development. The two sites together comprise ~11 acres. See recent Title Reports completed for the existing Linden Street and Chambers Street developments, which can be found in the [RFP Dropbox Repository](#).

IMPORTANT DATES AHEAD

- **Zoom Presentation by Bargmann Hendrie + Architype** (*attendance optional*) - **Wed. July 10, 2024 @ 10am**
A video recording of the presentation will be made available.

Click this [Zoom link](#), or login with:
 - Meeting ID: 867 5386 3092
 - Passcode: 433869
- **Pre-Proposal Site Walkaround** (*attendance optional*) - **Thurs. July 11, 2024 @ 10am**
Location: Linden Street Parking Lot,
164 Linden Street, Needham MA 02492
- **Deadline to Submit Questions** - **Fri. July 19, 2024 @ 12pm**
- **Target Date to Post Answers to Questions** - **Wed. July 24, 2024**
- **Proposal Submission Deadline** - **Wed, August 7, 2024 @ 12pm**
- **Respondent Interviews/Presentation (if needed)** - **August 19 – August 21, 2024**
- **Evaluation Committee Recommendation to Board** - **August 23, 2024**
- **Final Award – NHA Board of Commissioners** - **w/o August 26, 2024**

Request for Proposals

Linden Street Redevelopment Project

Developer Partner

1. KEY GOALS AND INTENT FOR THE LINDEN REDEVELOPMENT PROJECT

The Needham Housing Authority (“NHA” or "Authority") is seeking proposals from **qualified Developer Partners** to:

- A. Lead the disposition and redevelopment of its state-aided public housing development at 138-188 Linden Street & 5 Chambers Street, Needham, MA 02492 (the “Linden Property”)³;
- B. Complete the fundraising process to raise the resources needed to finance the redevelopment, including competing for Low Income Housing Tax Credits (LIHTCs);
- C. Operate the Linden Property after occupancy and throughout the LIHTC compliance period (and perhaps beyond); and
- D. Acquire, through a to-be-formed ownership entity or entities, the interest in the Site required to carry out the Redevelopment Project and to operate the Property as more particularly described below.

The Authority seeks proposals which achieve the following **Key Goals**:

1. After redevelopment, 100% of the Property's units are affordable (no more than 80% AMI), with resident incomes averaging 60% AMI or less;
2. Preserve at least 72 replacement units as deeply affordable⁴ and maximize the number of additional deeply affordable units consistent with healthy operational economics; and
3. Prioritize and maximize the assignment and leasing of Property units to elderly and disabled residents of low income consistent with the need to finance the redevelopment and accommodate operational needs from time to time⁵.

³ The Linden Property shares an ~11-acre site with a second state-aided public housing development at 5 Chambers Street that contains an additional 80 worn out studio apartment units (the "Chambers Property"). NHA intends to redevelop the Chambers Property following the completion of the Linden Street Redevelopment, when funding can be identified. Redevelopment of the Chambers Property **is not part of the scope of this RFP and the Linden Street Redevelopment Project**.

⁴ Current Linden/Chambers rents average ~\$350/unit and average annual gross income is ~\$17,200/year.

⁵ As further memorialized in the Town of Needham - NHA Memorandum of Agreement dated May 8th, 2024. As a condition for approving the new Affordable Housing Zoning District and \$5.5 million CPA construction funding, the Town required the Authority to execute this MOA, which may be found in the [RFP Dropbox Repository](#).

In support of these Key Goals, the Authority is prepared to make a substantial financial contribution to the total project cost and ongoing operating subsidies:

- NHA is prepared to cross-subsidize the Redevelopment Project's TDC with a **program loan of up to \$6.6 million**⁶.
- NHA is prepared to cross-subsidize subsequent operations by **redeploying up to 100 Faircloth units** that will be freed up in Q1 2025 when NHA completes a Section 22 Streamlined Voluntary Conversion of its federally subsidized properties⁷, currently targeted for Q1 '2025.
- NHA is prepared to project base up to 20 of our Section 8 mobile vouchers, and to support respondent in applying for additional vouchers from EOHCL, if necessary to complete the Project's financing.
- NHA's funding commitment will be subject to further negotiation of mutually acceptable terms with the selected Developer Partner and influenced by the nature of other economic terms offered to the Authority by the Development Partner.

Development Services Agreement

As a result of the RFP process described herein, NHA intends to enter into a Development Services Agreement (DSA) with the Developer Partner. The DSA will detail all material terms of the development partnership, including but not limited to:

- The agreed upon roles and responsibilities of the Authority, the Developer, and any other principal entities that are part of the redevelopment of the Property and its operation thereafter.
- The financial terms and conditions the parties have agreed to including the proposed ownership structure of the owner entity(ies) that will own and operate the Redevelopment Project, and the agreed to decision-making authority of the Developer Partner, the Authority and other entities.
- Timing and milestones.

A more detailed listing of terms the Authority expects to be memorialized in the DSA is shown in **Appendices B and C**.

Land Disposition/Development Agreement

After the DSA has been executed, the successful respondent will be designated, pursuant to M.G.L. c. 30B, §16, as the party to acquire an interest in the Site. On February 2, 2024 NHA was granted conditional approval to take advantage of the public procurement exemptions contained in c. 268 of the Acts of 2022, subject to customary conditions. A copy of the approval letter can be found as **Appendix D**. A Land Disposition/Development Agreement (referred to

⁶ Subject to further negotiation with the selected Developer Partner. This program loan will be funded and collateralized by the increased revenue stream after NHA completes the repositioning of its federal properties.

⁷ Earlier this year, NHA confirmed with HUD that NHA may take advantage of Streamlined Voluntary Conversion **and** retain its Faircloth units. The currently estimated value of the 100 Faircloth units is ~\$1.3 million/year.

herein as the “Disposition/ Development Agreement”) must be drafted, negotiated and executed in accordance with all applicable regulations and procurement standards and also requires the approval of EOHLC⁸.

2. BACKGROUND

a. Needham Housing Authority and the Preservation & Redevelopment Initiative (PRI)

Since it was formed by Needham Town Meeting in 1948, the Authority's mission has been:

"To provide decent, safe, and affordable housing for low to moderate income families and individuals and to offer programs and resources to improve the quality of life for residents, program participants and the broader Needham community while respecting the rights and privacy of all. "

With a current 2024 operating budget of \$3.7 million, the Authority's affordable housing portfolio includes 316 state-aided and federally subsidized units across seven properties in the Town, and 123 Section 8 vouchers. The Needham Housing Authority currently has a significant waiting list of applicants that may qualify for this type of housing: 67 elderly/disabled households on the State list who have designated Needham as their preference; 6,236 households who are eligible to apply from the state-wide list; and 225 elderly/disabled households on the federal list.⁹

In 2021, NHA announced its Preservation & Redevelopment Initiative (PRI). The PRI identified a 10–15-year strategy to:

- Preserve, redevelop and/or modernize NHA's entire housing portfolio; and
- Add a substantial number of new units to NHA's available land.

Pursuant to a Chapter 30B competitive procurement process, in 2021 NHA engaged the Cambridge Housing Authority (CHA) as its development consultant to assist NHA in implementing the PRI strategy. In 2022 the NHA Board approved proceeding with the first two PRI projects: 1) the Linden Street/Chambers Street Redevelopment and 2) the repositioning of NHA's federal housing portfolio¹⁰.

Further analysis in 2023 concluded that sufficient funding would not be available to achieve the redevelopment of both Linden and Chambers at the same time. As a result, the Board approved first proceeding with just the Linden Street Redevelopment. The existing Chambers Street development will continue to be operated by the Authority "as is" for the foreseeable future, and is **not** part of the scope of this RFP.

The Linden Street Redevelopment Project achieves a decades-long goal of the Town of Needham, which was first identified it as a top priority in its 2004 Community Housing Plan.

⁸ See EOHLC's preferred form of the Disposition and Development Agreement in **Appendix D**.

⁹ A 2023 Low Income Housing Tax Credit Market Study completed by Bonz and Company Inc. confirms strong current demand for affordable units. The 2022 Needham Housing Plan also confirms strong current demand. Both documents are available in the [RFP Dropbox Repository](#).

¹⁰ In April 2024, the NHA Board approved a Section 22 Streamlined Voluntary Conversion. The Federal repositioning creates opportunities for cross-subsidization of the Linden Redevelopment, as discussed later in the RFP.

This top priority was affirmed again in the Town's 2007 Affordable Housing Plan, and most recently in the Town's 2022 Housing Plan.¹¹

b. *Original Linden Street Development and Existing Conditions*

Constructed in two phases between 1959-1964, the Linden Street Development provides a deeply affordable housing option to Needham's elderly and disabled populations. In 2023 monthly rent paid by residents averaged ~\$352/unit/month. As shown in Figure 1, Linden Street consists of 18 single story buildings with a total of 72 studio units (buildings 1-18 shown in orange in Figure #1), plus a discontinued office building and a maintenance shed.

The five Chambers Street buildings and the community building (shown in yellow) are not part of the Linden Street Redevelopment and not subject to this RFP.



Figure 1 -- Linden Street | Current Site Plan with Building Configurations¹²

As more fully documented in the 2019 NHA Facilities Master Plan, the Linden Street buildings have reached the end of their useful life with ongoing challenges identified:

- 405 sq ft studio units are severely undersized;
- Units lack accessibility features like elevators or adequate space; to allow elders to age in place;
- Units lack insulation and buildings systems are in poor condition;
- Fixtures and finishes are in need of replacement;
- Building envelopes have deteriorated;
- Site paving in poor conditions.

¹¹ The Needham 2022 Housing Plan can be found in the [RFP Dropbox Repository](#).

¹² Full size renditions of all plans can be found in the [RFP Dropbox Repository](#).

Several previous analyses by the Authority (in 2010, 2013 and 2019) deemed renovation and modernization of the existing Linden buildings as infeasible and uneconomical. New construction is the only viable path forward to preserving these units.

c. Linden Redevelopment Project - Description of Activities-to-Date and Current Status

i. Initial Project Launch

By the end of 2022, NHA had secured \$2.6 million of predevelopment funding¹³ and, via a EOHLC approved Chapter 30B competitive procurement process, had engaged an architecting/engineering team led by Bargmann, Hendrie + Architype (BH+A) to lead the predevelopment work for the Linden Project.¹⁴ The Project kickoff meeting was held in January 2023.

ii. Linden Street Site and Redevelopment Objectives

Taking into account the planning work done between 2011 and 2019¹⁵, the site's capacity, the market and financial feasibility and other factors, the Authority charged BH+A and CHA teams to design a Linden Street Redevelopment that achieves the following objectives:

1. Preserve and replace the 72 units of deeply affordable public housing that currently exist on the Linden Street site;
2. Substantially increase the number of units on the Linden Street site;
3. Accomplish #1 and #2 without interrupting the continued use and occupancy at the Chambers Street;
4. Help the Town to meet the goals of the 2022 Needham Housing Plan¹⁶;
5. Achieve better quality of life for tenants by providing appropriately sized units, elevators, ADA/MAAB compliance, centralized HVAC, better indoor environmental quality;
6. Design attractive buildings that fit into and complement the surrounding single family home neighborhood;
7. Improve the site's energy efficiency and resiliency to climate change; in particular fully comply with Needham's new opt-in stretch energy code and Climate Action Roadmap;
8. Reduce wetlands incursion;
9. Increase the amount of open green space and add better amenities – attractive landscaping walking trails, community gardens, etc.;
10. Provide enhanced common spaces and services for tenants and residents; and

¹³ Consisting of a \$1.386m CPA grant from the Town of Needham and a \$1.25m ARPA earmark grant from the State. The ARPA grant expires after June 30, 2025.

¹⁴ The BH+A Designer Services Agreement can be accessed in the [RFP Dropbox Repository](#).

¹⁵ See the [RFP Dropbox Repository](#) to access all the pre-development deliverables created for the Project.

¹⁶ For more information see 2022 Needham Housing Plan section of page 52 entitled *Support Needham Housing Authority's Preservation and Redevelopment Initiative*. The Plan can be found in the [RFP Dropbox Repository](#).

11. Identify a realistic and financially feasible funding strategy for the Project's estimated total development cost.

iii. *Creation of the Conceptual Design and the Schematic Design*

Throughout 2023 the Authority, working with BH+A and CHA, advanced the design of the Linden Redevelopment Project. The following major deliverables were completed.¹⁷

- Conceptual Design¹⁸ (January 2023 – June 2023).
- Schematic Design (June 2023 – December 2023).

The result is the currently contemplated development shown in Figure 2 below. (The scope of this RFP is for the Phase 1A/1B redevelopment only.)

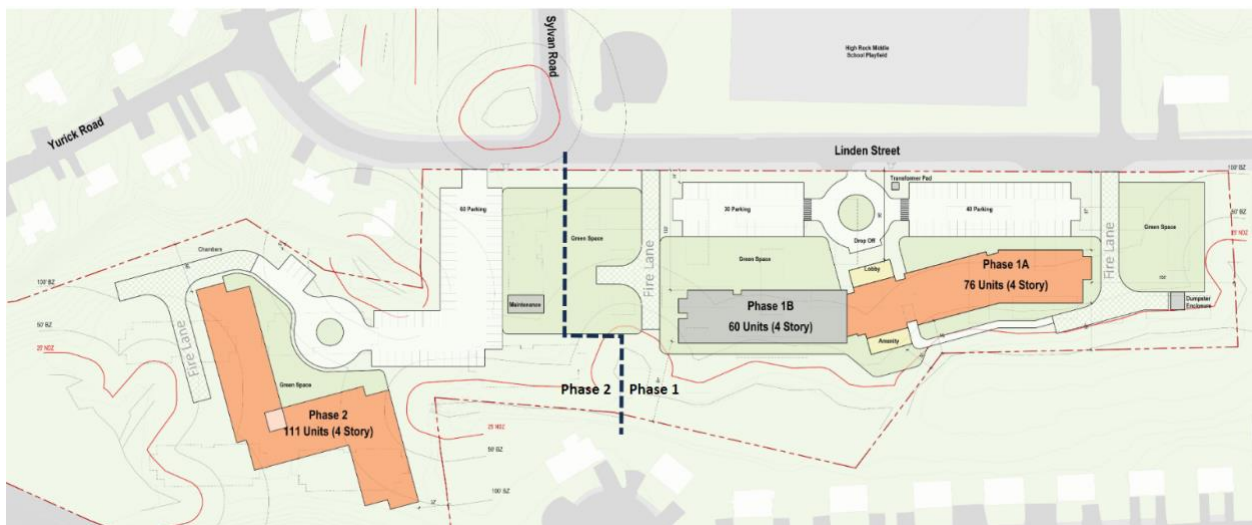


Figure 2 -- Linden & Chambers| Phased Development Concept, BH+A

iv. *Community Engagement Process*

During entire design process and thereafter -- between January 2023 and April 2024 - - NHA conducted an extensive and robust community engagement process to solicit input, guidance and comments on the proposed Linden Redevelopment Project design and implementation. A website was established: www.LindenChambers-Needham.com. Over 60 Zoom and in-person meetings and presentations were conducted with tenants, neighbors, Town boards, committees and commissions, Town Meeting Members, Town Departments (Planning, DPW, Building, Fire Dept., Conservation, Needham Public Schools Parks & Rec., etc.) and other interested parties.

¹⁷ Schematic Design reports, plans and cost estimates can be found in the [RFP Dropbox Repository](#).

¹⁸ The Conceptual Design has been superseded in its entirety by the Schematic Design.

As a result the Linden Redevelopment Project, as presently conceived and designed, has received the unanimous support of the Select Board, Planning Board, Finance Committee, Board of Health and Conservation Committee.

v. Zoning Relief Approved -- Spring 2024 Town Meeting

In December 2023 the Needham Planning Board agreed to sponsor the zoning relief that's required to build the Linden Redevelopment Project as currently designed.¹⁹ After analysis of the options, the zoning by-law amendments took the form of a 1) defining new Affordable Housing District (AHD) with the dimensional metrics required to accommodate the Project as currently designed; and 2) applying the new AHD to a map consisting of the metes and bounds of the ~11 acre Linden/Chambers Site. The AHD was approved at Spring 2024 Town Meeting by near-unanimous vote.

The following figure 3 shows table summarizing key dimensional metrics for the new Affordable Housing District²⁰:

Dimensional Regulation

	CURRENT DISTRICT REQUIREMENTS	EXISTING CONDITIONS	PROPOSED DEVELOPMENT DIMENSIONS	PROPOSED ZONING
ZONING DISTRICT	SRB, GR District	(non- conforming -- approved via four variances 1958-1970)	(Schematic Design November 2023)	Affordable Housing District (AHD)
USES	Detached single family or duplex housing	Elderly & disabled housing	Elderly & disabled housing	Multi-Family As of Right (Site plan Review)
ZONING DIMENSIONAL ANALYSIS				
Minimum Lot Size	10,000 sq. ft.	-	-	20,000 sq. ft.
Frontage	80 ft	898 ft	898 ft	150 ft
Front yard	20 ft	20 ft	88 ft	40 ft
Side Yard	14 ft	35 ft	32 ft	25 ft
Rear Yard	20 ft	30 ft	33 ft	25 ft
Height, Sloped Roof	35 ft	-	53 ft	58 ft
Height, Flat Roof	35 ft	25 ft	43 ft	43 ft
Mechanical Height	NR	none	10 ft	15 ft
Mechanical Roof Coverage	NR	none	≤ 25%	25%
Stories	2.5	2	4	4
FAR	0.36-0.38	0.22	0.42	0.5
Units per Acre	NR	13.8	22.4	25
Lot Coverage	25-35%	16%	11%	20%
Dwelling Units		152 Units	247 Units	

Figure 3 -- Affordable Housing District Zoning Relief (May 2024)

¹⁹ The existing Linden/Chambers ~11-acre site is currently zoned for single family development.

Construction and operation of NHA's existing 152 units is a pre-existing non-conforming use that's allowed by several variances that were granted in the 1950s and 1960s.

²⁰ The zoning amendments do not become final until certified by the Office of the Attorney General. The full text of the two zoning amendments can be found in the [RFP Dropbox Repository](#).

d. Funding Raised or Identified-to-Date

To-date, the Authority has secured \$8.7 million in funding to advance the approximately \$84 million Linden Street Development Project, and has another \$8.7 million "in the works". These funding sources and their status are noted in the table in figure 4 below.

3rd Party Funding Sources	Amount	Status
ARPA Chapter 102	\$1,250,000	Secured
Needham FY23 CPA for Pre-development	\$1,386,000	Secured
Needham FY25 CPA for Construction	\$5,500,000	Secured
HOME-ARP Rental Housing	\$565,918	Secured
HousingWorks Community One Stop	<u>\$4,250,000</u>	Application Pending
TOTAL FUNDING	\$12,951,918	Raised and Pending

Potential NHA Funding Sources	Amount	Comment
NHA Program Loan	\$6,000,000	Subject to further negotiation with NHA
Up to 100 NHA Faircloth units	\$1,300,000/yr. ²¹	Subject to further negotiation with NHA
Project-base NHA (or EOHCL) vouchers	\$940,000/yr.	Up to 30
Partnerships for Growth Chapter 358 -- earmark	\$1,500,000 ²²	Bonding authority
Affordable Homes Act -- H. 4707 -- earmark	\$3,000,000 ²²	Awaiting Senate action

Figure 4 -- Funding sources comprising approximately 20% of currently estimated Project TDC

3. IMMEDIATE NEXT STEPS FOR LINDEN REDEVELOPMENT PROJECT

Upon final selection and execution of the DSA, the Development Partner shall be expected to establish a weekly reoccurring meeting with the NHA to immediately advance several major tasks:

a. Site Plan Review with Needham Planning Board

The successful respondent will join the NHA as a Co-Applicant for Needham Planning Board Site Plan Review.

At present, the BH+A team is continuing the tasks and activities associated with preparing the Site Plan Review (SPR) application package for submission to the Needham Planning

²¹ **Note:** not bankable until reviewed and approved by HUD.

²² **Note:** these earmarks are not bankable - capital authorizations may not ever be funded.

Board. Once selected, one of the first major tasks for the Developer Partner will be to review the draft SPR application materials with BH+A, recommending further changes and adjustments based on the Developer Partner's experience and strategy for performing the redevelopment²³.

b. OneStop Funding Pre-application

Once selected, NHA's Developer Partner, in coordination with the Authority, is expected to lead project funding applications and all further financing activities to fund the Project. This will include, but not be limited to, EOHLC-controlled funding sources and any other applicable federal and state grant and/or loan programs.

Upon selection, the NHA's Development Partner will be expected to lead the preparation and submission of the Fall 2024 One-Stop Funding pre-application. At a recent meeting with EOHLC, NHA confirmed that EOHLC intends to issue a QAP update mid-Summer, and they intend to accept pre-applications on the customary schedule.

4. KEY CONSIDERATIONS AND QUESTIONS TO ADDRESS IN RESPONDENT'S PROPOSAL

a. Continuation with BH+A as Principal/Lead Architect

The NHA contracted with Bargmann Hendrie + Archetype (BH+A) at the end of 2022. Working closely with the NHA, BH+A completed Schematic Design²⁴ to enable the enactment of the Affordable Housing District By-Law and make it possible for the Needham Planning Board to achieve Site Plan Review Approval before the One-Stop pre-application deadline this Fall, 2024. The BH+A agreement also provides, at the option of NHA, for BH+A to continue providing designer services to support the remaining phases of the Project: Design Development, Construction Documents, Bidding, Construction Administration and Completion.²⁵

Respondents should indicate their willingness to continue with BH+A in their role as Principal/Lead Architect through the end of Project Construction, as further envisioned in their Designer Services Agreement executed with NHA, or pursuant to modifications proposed by the respondent. If a respondent feels that any adjustments or amendments are needed scope of work or other terms, they should outline the recommended changes in their proposal.

Continuing with BH+A is optional. If a respondent wishes to go forward with another qualified firm providing these services, their credentials should be presented in the

²³ The requirements for the Planning Board Site Plan Review can be found in Section 7.4 of the Needham Zoning Bylaw, the latest copy of which can be found in the [RFP Dropbox Repository](#).

²⁴ The Site Plan and Schematic Design are included in the [RFP Dropbox Repository](#).

²⁵ A copy of the BH+A Designer Services Agreement can be found in the [RFP Dropbox Repository](#).

respondent's Proposal and the transition should be outlined in the short term implementation plan.

Alternatively, the decision to continue with BH+A can be postponed until after the selected Developer Partner has had the opportunity to conduct a peer review of BH+A and the currently envisioned Schematic Design.

b. Building Design and Site; Site Plan Review

The most competitive proposals will likely be consistent with the approach envisioned Needham's new Affordable Housing Zoning District bylaw. The current Schematic Design is compliant with this bylaw.

Key elements of the current Schematic Design were reviewed by applicable Town Departments in 2023, and comments were proffered, including options for adjusting the size and location of building footprints, location of parking lots, parking ratio, traffic impact, saving specimen trees, wetlands issues, open space issues, ADA and MAAB requirements, meeting fire code access requirements, providing stormwater retention, compliance with the new Affordable Housing District height, setback, density & other metrics, etc.

Respondent proposals may deviate from the current site plan and Schematic Design if respondents feel modifications are necessary to achieve the overall objectives of the redevelopment, particularly to secure the financing.

c. Approach while waiting for OneStop Funding Success

Please describe your recommended strategy and approach with respect to the Linden Redevelopment Project during the period of time it will take to close the financing.

- What is the proposed timing and logistics for Developer Partner involvement in operations and tenant management for the existing property, if any?
- Identify tasks and activities and required support from NHA, if any, that's expected while waiting to resubmit the funding application to the 2025-26 annual funding round.
- Address any changes in approach or plan should Governor Healey's proposed Affordable Homes bonding bill be enacted in the next few months.

d. Temporary Tenant Relocation and Phased Construction

The Linden Redevelopment Project must retain and replace the 72 existing affordable units, and add at least 64 net new units as have already been proposed to the Planning Board in two sub-phases 1A and 1B.²⁶ Constructing the Phase 1A portion of the building requires the tear-down of just six of the existing buildings, or 24 units.

²⁶ However NHA is open to respondent proposals that maximize the amount new housing more favorably.

While recognizing that the two-phase approach prolongs the construction period and increases costs, this two sub-phase approach has been developed due to the shortage of temporary rental housing in Needham and adjacent communities. The goals are to:

- Minimize temporary tenant relocation;
- Maximize the likelihood that displaced tenants can still live within Needham or its adjacent communities; and
- Gain approval from EOHLC to allow NHA to use "natural" attrition²⁷ to vacate most of the units that must be torn down to make way for construction of the Phase 1A portion of the new building.

Respondent should comment on the currently envisioned phasing and temporary tenant relocation strategy and is invited to suggest improvements that would reduce the impact on displaced NHA residents and/or reduce the overall cost to the Project.

e. *Energy Efficiency and Climate Resiliency*

The Project must be consistent with the Town of Needham's policies including its recent adoption of the Stretch Energy Code, Opt-in Specialized Energy Code and Climate Action Roadmap. It must be compliant with the goals of the Commonwealth of Massachusetts. The resulting buildings should, at a minimum, be solar PV-ready. Proposals should address the new Needham Solar Energy Systems zoning bylaw,²⁸ and be consistent with the Sustainable Needham Climate Action Roadmap²⁹.

f. *Quality, Environmentally Responsible Design and Construction*

Ensure that the Project is constructed with the quality materials and workmanship. Respondents must be willing to implement an environmentally responsible building design that integrates the best in natural and engineered technologies.

g. *Financing*

NHA welcomes proposals that maximize private financing and financial structuring that does not rely on scarce, competitive affordable housing resources such as LIHTCs as well as Town and State soft subsidies. The Authority recognizes that changes may be required to the currently envisioned site or Schematic Design

h. *Affordability*

One of the Authority's guiding principles is that no NHA tenant will pay more than 30% of annual income for rent, and that 100% of its units be affordable.

²⁷ Natural attrition means, for a period of time, not releasing units which become vacant due to ordinary turnover. Under the currently envisioned plan, 24 of the 72 existing Linden Street units would need to be torn down to make way for the construction of the Phase 1A portion of the building. It a typical year, NHA experiences approximately 20 units/year turnover with our senior/disabled tenants.

²⁸ Adopted at Spring 2024 Town Meeting, the new Solar Energy systems bylaw can be found in the [RFP Dropbox Repository](#).

²⁹ The Climate Action Roadmap can be found in the [RFP Dropbox Repository](#).

Under ordinary circumstances (e. g. funded by PHI) the completed Linden Redevelopment Project must provide the same number of state public housing units *in perpetuity* as currently exist on the site, serve households of comparable sizes and income levels, and those units must remain subject to M.G.L. c. 121B and the state public housing regulations at 760 CMR 4.00 *et seq.* For this Project, the number of units subject to this requirement is 72. However, if replaced with federal funds (PBV or Faircloth) EOHLC could possibly consider them federalized and no longer subject to Chapter 121B.

The Linden Street Redevelopment Project goal is to increase the number of affordable units to the maximum that can be supported by the site (currently envisioned to increase from 72 to 136), and for the incremental units to be as affordable as possible. As a condition for granting its CPA funding for construction, the Town of Needham has defined its objectives in the following paragraph:

*"Notwithstanding the release of restrictions limiting the use of the Property to housing for the elderly, NHA will prioritize the assignment and leasing of dwelling units at the Property to qualifying elderly residents to the greatest extent possible consistent with its ability to finance the redevelopment, the requirement of M.G.L. c. 121B, §39 that it serve disabled residents, and the need to locate other qualifying tenants at the Property based on operational needs from time to time."*³⁰

i. Unit Types

The development's type layouts should reflect the Linden Street Schematic Design unless respondent is proposing a different approach.

The Project as currently envisioned includes a mix of mostly one-bedroom units and that can accommodate the elderly and disabled population. A small number of two-bedroom units are envisioned to accommodate certain situations which require a second bedroom.³¹ All units should be 'universally accessible.'

j. Resident Services and Community Partnerships

Proposals should address the resident services that respondent will provide, or engage 3rd parties to provide, if they are selected as NHA's Developer Partner.

By way of illustration, Linden and Chambers residents are currently provided a number of supportive services by third parties:

- The Center at the Heights (Needham Senior Center) promotes health and wellness by providing a place to socialize and offering a variety of ongoing recreational, health, educational and informational programs and activities.

³⁰ The 5/8/2024 Memorandum of Agreement between the NHA and the Town of Needham can be found in the [RFP Dropbox Repository](#).

³¹ Two-bedroom units also help achieve the operational pro-formas because of the economics in the Needham FMR area.

- The Needham Community Council provides a thrift shop, food pantry and transportation services.
- Springwell provides an on-site home care coordinator three days/week, providing services such as personal care advice, money management, advocacy and help with laundry, shopping, etc.
- The Needham Community Farm provides fresh fruits and vegetables to residents through their Mobile Market Delivery service during the summer months.
- Trader Joe's provides free fruit and vegetables.
- A number of health and wellness services are available at nearby Beth Israel Deaconess Hospital outpatient units.

The Authority's Resident Services Coordinator (RSC), currently funded through state grants³² and NHA operating funds, assists seniors by connecting them to area service agencies and resources, and organizing social activities such as coffee hours, cookouts and picnics, parties, arts & crafts sessions and board game meetings. Generous donations from Needham Bank, Dedham Bank, Needham Women's Club, Roche Brothers and other organizations provide some of the funding for these program elements. The RSC also collaborates with many other local organizations and businesses including the Needham Public Schools and Needham Park and Recreation Department, the Linux Club, and the Kalmia Club, and several churches and synagogues.

These important partnerships provide Linden Street residents with additional services and opportunities. The Developer Partner should be open to seeking similar partnerships after redevelopment.

k. Supplier Diversity

The respondent's proposal should note the strategy for outreach and recruitment of diverse business enterprises, including Minority-Owned and Women-Owned Business Enterprises (M/WBE), through design and construction.

l. Communication with and Role of Residents and Community -- Before and After the Redevelopment

NHA's Developer Partner will be expected to involve and brief Linden/Chambers residents at the appropriate times, as well as the broader High Rock neighborhood community, ensuring that design, parking, traffic and other concerns are addressed.

³² For respondents that propose replacing state public housing subsidies with federal subsidies, future state funds will no longer be available to fund RSCs. Respondents should propose replacement funding to ensure Resident Services can remain a part of the proposed program.

5. PROPOSAL SUBMISSION REQUIREMENTS -- TECHNICAL PROPOSAL AND NON-TECHNICAL PROPOSAL

a. *Minimum Requirements for Proposal Submissions*

The following are minimum criteria for Proposal consideration. **Proposals that do not clearly and fully meet these minimum criteria will not be considered.**

- Conformance with all submission requirements.
- Proposer must have a minimum of 10 years' experience with:
 - Development of affordable multifamily housing utilizing multiple financing sources including LIHTCs
 - Managing housing development projects (preferable fully affordable, not just mixed income or market rate) of at least one hundred units or more.
- Proposer must be willing to act as a Co-Applicant with the NHA in responding to NOFAs from EOHLC, HUD and other funding sources.
- Proposal preserves 100% of the state-aided public housing units for occupancy by eligible households at rents compliant with M.G.L. c. 121B and EOHLC's public housing regulations³³, and the remainder of the new housing units being affordable at the 80% AMI level or less.
- Developer Partner willingness to finalize and execute a Development Services Agreement as a condition of final award;
- Developer Partner availability of sufficient staff resources with the requisite skills that can get-up to-speed and commence work within a reasonable time of final selection by the NHA Board of Commissioners;
- Completed required forms found in **Appendices E, F & G**:
 - Certification of non-collusion
 - Tax Compliance Certificate
 - Disclosure of beneficial interests form as required by M.G.L. c. 7, section 40J.

b. *Summary of Required Proposal Contents*

At a minimum, all proposals should include the following materials and information (as described in greater detail in this Sections 5.)

Technical Proposal Contents

- Letter of Transmittal signed by the principal(s) of the proposer entity.
- Developer Partner's Proposal
 - Development Narrative Concept
 - Financial Disclosure - Developer Partner

³³ If the proposal seeks to federalize the development, it may no longer be subject to 121B and other state regulations, but instead follow HUD regulations, subject to EOHLC review and approval.

- Financing Strategy
- Sales, Management and Monitoring Strategy and Plan
- Go-Forward Development Strategy, Transition Plan and Short-Term Implementation Plan
- Long Term Implementation Plan and Timetable
- Required forms at found in **Appendices E, F & G**

Price, Fees, Terms & Conditions Proposal Contents

- See details in the following subsection 5.k.
- Provide the Business Proposal in a separate, clearly marked in a separate sealed envelope.

c. Letter of Transmittal

The proposal must include an initial letter of transmittal signed by the person(s) legally authorized to make the representations contained in the proposal, and to submit the proposal on behalf of the proposer entity.

d. The Developer Partner's Technical Proposal

The proposal must include a description of the development team, the individuals and organizations to be involved in the development and assigned to the engagement (in particular the project manager), and their experience. The development team should include, without limitation, the developer, property manager, architect, contractor, engineers, consultants, lenders and investors. Proposals must include:

- **Proposing Entity Information** -- The name, address, e-mail address, and telephone number of the proposer, the name of any representative authorized to act on his/her behalf, the name and contact information of the contact to which all correspondence should be addressed, and the names and primary responsibilities of each individual on the development team.
- **Form of Organization** -- A description of the firm and status of the proposing organization (e.g. whether a for profit, not-for-profit or charitable institution, a general or limited partnership, a corporation, LLC, LLP, business association, or joint venture) and the jurisdictions in which it is registered to do business. If the proposer is a non-profit, please include a list of the organization's Board of Directors and areas of expertise they represent.
- **Ownership Entity(ies)** -- The nature of the entity that will acquire an interest in the Site, and the expected guarantors of debt, if any.
- **Related Parties** -- Identification of all principals, partners, co-venturers or sub-developers participating in the transaction, the proposed nature and share of participants' proposed ownership and control of the project, and the proposed legal and financial

relationship with the NHA, including any proposed ownership interest of the NHA in the owner entity.

- **Property Manager** -- Specification as to whether the developer, an affiliate of the developer or some 3rd party entity is proposing to also serve as the property manager or management agent.
- **Development Team** -- Identification of the development team and subcontractors, such as architects, engineers, landscape designers, development consultants. If the developer proposes to use a specific contractor, the developer should identify that contractor and discuss the applicability of procurement requirements, including but not limited to: M.G.L. c. 149 §§ 44A - 44J; c. 149A; c. 30 §§ 39M, and c. 30B. **The proposer should not assume any exemption from prevailing wage requirements and should assume that prevailing wage will apply to the entire site. However exemption from filed sub-bids can be assumed.** Background information, including firm resumes and resumes for principals and employees expected to be assigned to the project, should be provided.
- **Experience** -- A summary of the developer's and the development team's (including subcontractors' and 3rd party affiliates') experience collectively and individually, and with similar projects, **especially projects serving affordable communities**. Particular attention should be given to demonstrate experience with projects of a similar scale and complexity of site conditions, resident relocation, design, financing and location.
- **References** -- *The following format should be used to submit the information for each reference project identified.*

In this section of the proposal, please provide references for at least 3 completed projects, (with contact names, titles, current telephone numbers and Email addresses) who can provide information to the NHA concerning the proposer's experience with similar projects. For each reference, please present a narrative summary of:

- Project name, location, project type, project scope, start date, originally projected and actual date of completion, originally projected and actual total development costs, operations/management period, and key project people.
- Narrative on why the reference is relevant to the proposed Project.
- Description of the organizational structure of the development team.
- How you managed and maintained communications with the underlying owner (e. g. the entity in the position analogous to the NHA).
- Rents or sales prices of units serving under 80% AMI households.

References should demonstrate the respondent's ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out design, permitting, financing, construction, and marketing/unit absorption and overcoming roadblocks and obstacles.

e. Development Narrative Concept

The respondent must include a narrative description of their overall development concept for the Site and its improvements, confirming the Project's Schematic Design as currently envisioned and/or noting changes that are being proposed. The proposer should address all material information regarding its proposed development concept, including but not limited to:

- Number and size of unit, bedroom size and affordability levels for unit category.
- Proposed deviations for current BH+A Schematic Design Plans, if any.³⁴
- Description of the proposer's concept for the layout and architectural character of the Redevelopment Project and its various programmatic and physical elements, including any potential energy savings/green elements that the proposer would recommend considering for inclusion in the building and site designs.
- Phasing approach for the Project.
- Construction management approach for the Project, including recommendations for ensuring the safety of adjacent NHA tenants neighbors and school children as well as mitigating construction period impact on High Rock School operations.³⁵

f. Financial Disclosure -- Developer Partner

Proposals should provide the following financial disclosure information:

- Identification of all other real estate owned by the respondent (including affiliates);
- Certification as to whether any member of the development team has been named as debtor in any voluntary or involuntary bankruptcy proceeding within the past ten years;
- Information regarding any material legal or administrative actions past, pending or threatened that could relate to the conduct of the proposer, its principals or any affiliates;
- Confirmation that no local, state or federal taxes are due and outstanding for the development team or any constituent thereof and that no member of the development team has been the debtor in a voluntary or involuntary bankruptcy filing within the past 10 years;
- Ability to secure financing as evidenced by past performance and success current letter(s) from prospective lender(s) indicating that the proposer has a strong financial capacity including sufficient net worth and access to financing to carry out a project of

³⁴ If changes are proposed, respondent should consider submitting 11 x 17 conceptual drawings such as:

- One or more site plans showing the proposed layout of buildings on the Site; and
- Elevations or other renderings from similar projects showing the suggested design intent of buildings.

If a respondent is unable to provide the above plans, the respondent can provide a mark-up of the Schematic Design plans, indicating where the proposer would expect to locate the building(s) comprising the Redevelopment Project, together with a narrative description of the proposer's timetable and methodology for developing the conceptual drawings.

³⁵ High Rock Middle School is adjacent to the Site, across Linden Street to the west. During the school year, there's a twice-per day traffic jam during drop-off and pickup periods. See the latest traffic study in the [RFP Dropbox Repository](#).

- the magnitude being proposed and ability to honor all financial guarantees should the need arise;
- Most recent 3 years of CPA-prepared audited financial statements (or the equivalent) demonstrating the Developer's financial health and strength, financial capacity to complete the Project, and ability to honor all financial guarantees if the hopefully unlikely need should arise.

g. Financing Strategy

In this part of the proposal, the proposer should also provide a narrative describing previous successes in securing funding for projects of comparable size or larger than the Linden Redevelopment Project. Building upon the financing options already initiated by the Authority, please provide information on all soft funding sources that proposer may tap into to finance the TDC of the Project. If any local, state or federal subsidy money will be sought to create new affordable units beyond the state-aided replacement public housing units, the proposer should also describe the type and amounts of subsidies and the timeline for securing those sources.

The proposer should also provide a narrative of how the proposal maximizes private debt and/or equity for the preservation and ongoing operations of the public housing and how the proposal allows for pay-back of any proposed state or Town investment from a portion of the project's net cash flow or proceeds upon a future capital event for the sole benefit of the NHA's remaining public housing portfolio.

Please also provide preliminary pro forma development and operating budgets, indicating the anticipated operating income and costs given the projected unit mix, projected equity investment and debt, and the assumptions underlying the numbers. A detailed 15-year cashflow projection should also be provided.

If available, please provide letters of interest from potential lenders and investors.

h. Sales, Management and Monitoring Strategy and Plan

The respondent should outline their strategy for initial leasing up, on-going marketing and managing the property, and monitoring operational and financial performance for compliance and reporting. Demonstrate in the proposal and certify that respondent and/or its proposed management agent:

- Has a clear understanding of fair housing requirements/laws;
- Has a clear understanding of local preference opportunities and requirements;
- Shall utilize appropriate state and federal standards to determine program and unit eligibility – i.e. qualified tenants;
- Shall establish a criteria for tenant selection and a fair and unbiased selection process;
- Shall be responsible for selecting properly qualified tenants; and

- Shall maintain all necessary reports and certifications required under state and federal law.

i. Short-Term Plan -- Go-Forward Development Strategy, Transition Plan and Short-Term Implementation Plan

Respondents should understand that it may be advantageous to NHA if they are able to "pick up the baton" of the Linden Street Redevelopment Project at its current stage of pre-development, rather than proposing the necessity of falling back and to re-working the already completed Schematic Design Phase of the Project.

In this part of the proposal, please describe how respondent will smoothly assume the mantle of leadership:

- Carrying the Project forward on its current path (with appropriate and value-added adjustments, of course),
- Maintaining the momentum developed-to-date, and
- Leveraging the strong base of support that exists in the Town of Needham.

Respondent should:

- Describe overall go-forward development strategy from engagement award through the close of Project Financing.
- Detail how, and the elapsed time for, its Team will get up-to-speed and take over responsibility for driving the Project forward to ultimate success.
- Detail all roles and responsibilities going forward: Developer Partner' team, the Authority's team, Town of Needham, other key entities and stakeholder.
- Plan and timetable for making adjustments/improvements to the design, phases or approaches of the currently envisioned Project, if any.
- Raise any other issues or topics with transitioning responsibility to the Developer Partner, and your proposed solutions.

j. Long-Term Implementation Plan and Timetable

Proposals should include a long-term plan and timetable from financial closing through the end of the LIHTC compliance period with key project milestones including, but not limited to: entitlement, funding, construction, occupancy, annual operations and possible ROFR execution by NHA. Address any relevant tasks, activities and/or issues, including but limited to:

- Preliminary development schedule for all elements of the Plan, including key milestones, financing benchmarks, zoning, relocation, construction start, marketing, and projected completion/occupancy timeframes.
- Outline of the anticipated land use, zoning, development, environmental,

operational and other governmental permits or regulatory approvals that may be required to carry out the Redevelopment Project. The proposer should provide a preliminary schedule for securing all governmental permits and regulatory approvals as part of the proposal. The proposer should note whether it anticipates a need for an additional zoning variance, special permit or zoning modification in order to accomplish the Project.

k. Non-Technical Proposal

In the Non-Technical Proposal, respondent will submit the proposed term sheets, prices, fees and other material terms and conditions that will be memorialized in the Development Services Agreement to be executed between the parties. Please use (and modify/extend as necessary) the format of the term sheet templates found in **Appendices A & B**. As an option and/or alternative, respondents can also provide a draft of the actual Development Services Agreement they're proposing that the parties should execute. Any proposed DSA that is submitted must include a version in .docx format.

In your Non-Technical Proposal, please also indicate your review of the terms of the draft Land Disposition/Development Agreement attaches as **Appendix C**, their acceptability, and the identification of any alterations you'd like to make.

6. PRE-SUBMISSION PROCESS AND DEADLINE FOR SUBMISSION

Please note the following important dates. More details are provided in the following subsections.

IMPORTANT DATES AHEAD

- **Zoom Presentation by Bargmann Hendrie + Architype** *(attendance optional)* - **Wed. July 10, 2024 @ 10am**
A video recording of the presentation will be made available.

Click this [Zoom link](#), or login with:
 - Meeting ID: 867 5386 3092
 - Passcode: 433869
- **Pre-Proposal Site Walkaround** *(attendance optional)* - **Thu. July 11, 2024 @ 10am**
Location: Linden Street Parking Lot,
164 Linden Street, Needham MA 02492
- **Deadline to Submit Questions** - **Fri. July 19, 2024 @ 12pm**
- **Target Date to Post Answers to Questions** - **Wed. July 24, 2024**
- **Proposal Submission Deadline** - **Wed Aug. 7, 2024 @ 12pm**

- **Respondent Interviews/Presentation (if needed)** - Aug. 19 – Aug. 21, 2024
- **Evaluation Committee Recommendation to Board** - Aug. 23, 2024
- **Final Award – NHA Board of Commissioners** - w/o Aug. 26, 2024

a. Inquiries or clarifications

All inquiries regarding this RFP should be made via e-mail only and directed to: Erica Schechter, eschechter@peregrinegrp.com no later than **12:00 p.m. July 18, 2024**. Inquiries should have a subject line titled: “Linden Street – Developer Partner Inquiry”. Any inquiries after such date will not be accepted. All inquiries and responses will be shared with all proposers in the form of an Addendum.

Only official written responses from the NHA to properly submitted questions will be considered an official response. No other forms of communications, including written or oral communications from NHA representatives, will be deemed binding with respect to this RFP.

Any RFP addendums, amendments, clarifications, changes or updates (including changes to any dates and deadlines), as well as responses to proposer’s questions, will be eMailed to registered respondents and posted on the [NHA website](https://www.needhamhousing.org/bids-rfqs-rfps/): <https://www.needhamhousing.org/bids-rfqs-rfps/>. It is the sole responsibility of the prospective proposers to check the website for updated information. No accommodations will be made to proposers who fail to check the website or who misinterpret any information posted in connection with this RFP.

Respondents without internet access or who otherwise have disabilities or hardships may make a written request to the NHA for a reasonable accommodation directed to:

Cheryl Gosmon, Executive Director
Needham Housing Authority
21 Highland Circle
Needham, MA 02494

b. Proposal Submission Instructions

To comply with this RFP, one (1) original hard copy, plus an additional ten (10) copies for the containing all of the materials and information required by this RFP must be submitted in two sealed envelopes or packages. The first should contain respondent's technical proposal; the second should contain respondent's non-technical proposal with prices, fees and proposed terms & conditions. An electronic version of the complete proposal submission should also be included on a USB flash drive.

The deadline for physical submission of proposals either in person or by a delivery service is 12:00 p.m. noon., Wednesday August 7, 2024. Proposals should be addressed to:

Cheryl Gosmon, Chief Procurement Officers
Needham Housing Authority
21 Highland Circle
Needham, MA 02494

Proposals should be marked “Linden Street – Development Partner” and must include the transmittal letter and all required documents, completed and signed by a duly authorized signatory.

All timely submitted proposal packages will be first opened during the afternoon after the submission deadline and logged into a register of proposals received. **Late proposals shall be rejected. Postmarks will not be considered.**

The NHA will not accept any information or materials received after the Submission Deadline unless such information or materials are provided in response to the NHA’s written request to all respondents for such supplemental information or materials. Prior to the Submission Deadline, proposers may correct, modify, or withdraw a proposal by written notice to the NHA at the address above. After the opening of proposals, a proposer may not correct or modify its proposal in any manner unless in response to a written request by the NHA in its sole discretion. These submission requirements will be strictly enforced.

The NHA reserves the right to reject any and all proposals, in whole or in part, to waive or correct minor informalities or irregularities in proposals and make awards deemed in the best interest of the NHA and the public.

c. Contact with NHA Staff or Residents

Proposers shall not be in contact with the residents of the Authority's developments. All communications prior to developer designation shall be directed to the NHA and Peregrine Group LLC.

Proposers shall not be in contact with NHA staff, other than the NHA Executive Director Cheryl Gosmon.

7. PROPOSAL EVALUATION AND SELECTION PROCESS

From a list of qualified candidates that has been identified by the NHA Board, a Proposal Evaluation Committee (PEC) will be established to review and evaluate Proposals. They will conduct the evaluation using the Evaluation Criteria that is described in the next section of this RFP, using the assessment methodology that is illustrated in **Appendix H**, and review the results of the reference checks.

The PEC will meet one or more times as necessary and may invite one or more respondent teams to an in-person or Zoom interview or presentations. At this conclusion of its evaluations the PEC shall submit a written recommendations the NHA Board of Commissioners. The Board will make the final selection of NHA's Developer Partner for the Linden Street Redevelopment Project.

Within one week of notice of the award, the selected Developer Partner must respond in writing that it accepts the award. Thereafter, it is the intent of the NHA to enter into a DSA with the selected Developer within as soon as reasonably possible, and to determine the timing for finalizing and executing the Disposition/Development Agreement. **NOTE: Both agreements are not final until reviewed and as required, approved by EOHLC.**

8. DEVELOPER PARTNER EVALUATION AND SELECTION CRITERIA

All proposals submitted by the due date will be evaluated for conformance with the below stated minimum criteria. Those proposals that meet the minimum criteria will then be evaluated by the comparative criteria described below.

a. Minimum threshold criteria

Section 5a presents the minimum criteria for Proposal consideration. Proposals that do not clearly and fully convey these minimum criteria will not be considered.

b. Technical Proposal -- Comparative Evaluation Criteria

Proposals meeting the minimum criteria will then be judged on the following additional comparative evaluation criteria.

i. Developer Experience and Capacity

The Authority is looking for proposals that demonstrate:

- Development Experience: extent to which the proposer's experience meets or exceeds the minimum criteria; the proposer's prior track record in the construction of housing of a similar scale and type; the experience of the development team with regard to affordable housing development for seniors/disabled; and the demonstrated ability to complete projects on time and within budget.
- Marketing and Management of Affordable Rental Units: evidence of a high-quality management team with prior direct experience and a proven track record in managing LIHTC-financed affordable housing including deeply affordable units; experience in marketing and managing affordable rental units consistent with initial projections within a time frame consistent with initially projected absorption period.
- Developer Financial Capacity: assessment of financial viability and other real estate owned by the proposer (including affiliates); disclosure as to whether any member of the development team has been named as debtor in any voluntary or involuntary bankruptcy proceeding within the past ten years; ability to secure financing as evidenced by letter(s) from prospective lender(s) indicating that the proposer has a sufficiently strong financial capacity (e. g. sufficient net worth, access to financing, etc.) to carry out a project of the magnitude being proposed; assessment of 3 years of audited or CPA-prepared financial statements (or the equivalent) demonstrating of the Developer's financial strength and ability to underwrite all financial guarantees, should the need ever arise.

- Organizational Structure and Staffing Plan: the proposer clearly identifies the team being proposed (including affiliates and subcontractors) and demonstrates the staff capacity to take on the work within reasonable period of time from award.
- Experience developing energy efficient, climate resilient housing.

ii. Redevelopment Project Objectives, Concept and Feasibility

NHA is looking for proposals which:

- Development Objectives and Concept: address the concepts and key considerations described in the preceding sections, with a mix of bedroom and income ranges demonstrating understanding of Project goals and objectives.
- Financial Feasibility: demonstrate financial feasibility and that the proposed resources are attainable by the respondent, taking into account visible site conditions and any identified environmental, zoning and other permitting issues and the affordability requirements and goals as described above, based on analysis of proposer narrative.
- Sources and Uses: present proposed pro forma TDC budgets that are clear, detailed and reflect current cost and market conditions; to the extent to which reliance is made on scarce, competitive state affordable housing resources to fund public housing units, that show the assumptions are realistic given current availability and competition; leverage private debt and equity funding sources to the maximum extent possible.
- Pro forma Operating Budget: is appropriate for target population; shows the reasonableness of management, administrative, maintenance, service and utility cost estimates; has clarity and a reasonable degree of detail.
- Economic Mobility and Supplier Diversity: describe extent to which the proposer has had previous success in providing construction-related job opportunities to economically disadvantaged entities and persons, demonstrates the extent to which the proposer has a prior track record of success that affords the potential for economic mobility for residents at the Site; show a realistic plan for outreach and recruitment of diverse business enterprises including MBE/WBEs.

iii. Readiness to Proceed / Major Project Milestones

NHA is looking for proposals which demonstrate:

- Project Onboarding. the ability to engage in entitlements process and advance the Redevelopment Project. Additional consideration for readiness to proceed will be given to projects that meet the Affordable Housing District dimensional requirements, as the proposed development can be built by right.
- Funding Opportunities. the ability to respond to NOFAs in the Fall of 2024 and thereafter, and an understanding of overall funding strategy and ability to submit competitive funding applications.

- Short-Term and Long-Term Implementations Plans; Project Milestones. Quality, thoroughness and plausibility of proposed implementation plans; schedule and major milestones are persuasive in demonstrating respondent's ability to meet proposed schedule and Project goals.

iv. Design Concepts

NHA is looking for proposals which present:

- Site and Building Design: a clear narrative backed up by references to prior projects completed that demonstrate a superior design approach: one which takes into account identified housing needs, creates sufficient density, respects the context and constraints of the Project's site and surroundings; that reflects the local design vernacular of the surrounding neighborhood; that enhances individual tenant privacy and amenities; and supplies adequate (but not excessive) parking, providing attractive recreation and maximizes open space.
- Sustainable and resilient design elements: a stated commitment, backed up by recent performance at prior projects, to energy saving design and identification of potential use of green/sustainable materials, methods and systems, including those that will make the property more resilient to climate change. Project should be solar ready.

c. *Non-Technical Proposal Evaluation Criteria*

After the Proposal Evaluation Committee completes its comparative evaluation of the technical proposals, the non-technical envelopes will be opened and the proposed price, fees, terms & conditions and draft DSA will be evaluated. When using the comparative evaluation criteria in **Appendix H** section F, the following methods will be weighed:

- Net Present Value of the cashflows (when they can be calculated or estimated).
- Degree to which the overall "deal" reflects accepted industry standard practices.
- Whether key term sheet elements and deal elements are balanced and fair to all parties referenced in the DSA.
- Determination whether the proposal presents a clear, understandable delineation of the rights and responsibilities of all parties referenced in the DSA.
- Major decisions and actions rights: advantageousness to the Authority.
- Determination of the overall financial advantage to the Authority and timing thereof.
- Degree of containment or reduction of risk to the Authority.

9. OTHER PROVISIONS AND DISCLAIMERS

- a. **The NHA reserves the right to reject any or all proposals or to cancel this Request for Proposals, if it determines that it's in the best interest of the NHA.**

- b. Proposers' Responsibility for Due Diligence:** Proposers should undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, procurement requirements, and other development and legal considerations.
- c.** Proposers shall be responsible for any and all costs they incur in the preparation of their proposal and/or any additional submission materials requested or required by the NHA to aid in the evaluation process. The Needham Housing Authority will not reimburse respondents for any costs incurred in responding to the RFP or the development opportunity.
- d.** During the selection process, the NHA reserves the following rights:
 - To negotiate with more than one proposer.
 - To select a back-up proposer.
 - To waive or correct any minor informalities in proposals.
 - To issue a new Request for Proposals for any reason deemed appropriate by the Authority.
- e.** The NHA will endeavor to notify all proposers of the following events:
 - The number of proposal responses to this RFP submitted by interested parties.
 - Any changes to the timeframe of review by the NHA Evaluation Committee of timely and properly submitted proposals.
 - When a recommendation by the NHA Evaluation Committee has been made to the NHA Board of Commissioners.
 - Final selection and award of the engagement to the Developer Partner whose proposal is deemed most advantageous to the Authority.

10. TABLE OF APPENDICES

- A. Term Sheet Template -- Key Deal and Term Elements
- B. Term Sheet Template -- Major Decisions & Actions
- C. Template -- Land Disposition/Development Agreement
- D. EOHLCLand Disposition Approval Letter
- E. Certification of Non-Collusion
- F. Tax Compliance Certificate
- G. Disclosure of Beneficial Interest
- H. Comparative Evaluation Criteria

Appendix A

Term Sheet Template
Linden Street Development Services Agreement (DSA)
Key Terms & Deal Elements

Key Deal Element	NHA Comment or Objective	Respondent Proposal	Respondent Comment
1. Term of DSA	<ul style="list-style-type: none">• Initial term proposed should realistically reflect that applying to more than one OneStop funding cycle may be required.• Initial term can be extended by mutual agreement.• At some point, if Project not yet funded, NHA has the option of terminating the agreement without cause or compensation.	<ul style="list-style-type: none">•	<ul style="list-style-type: none">•
2. Does NHA have a role as Developer?	<ul style="list-style-type: none">• Respondent is Lead Developer & NHA is Co-Developer• Or both are Co-Developers	<ul style="list-style-type: none">•	<ul style="list-style-type: none">•
3. Guarantees provided by:	<ul style="list-style-type: none">• NHA preference: Respondent provides 100% of the guarantees, other than those which must be statutorily or customarily provided by NHA.	<ul style="list-style-type: none">•	<ul style="list-style-type: none">•

Key Deal Element	NHA Comment or Objective	Respondent Proposal	Respondent Comment
	<ul style="list-style-type: none"> Otherwise, please propose the guarantees to be provided by NHA. 		
4. Developer Fee Split	<ul style="list-style-type: none"> Because of NHA's contributions-to-date and future expected contributions, NHA expects to receive a percentage of the developer fee. Please proposed developer fee split between respondent and NHA 	•	•
5. LIHTC Partnership Management Fee	<ul style="list-style-type: none"> Please propose what respondent expects to receive for this fee 	•	•
6. Legal Fees	<ul style="list-style-type: none"> Address what legal fees NHA is expected to assume out-of-pocket vs. what will be included in the TDC. Please identify caps on legal fees, if any 	•	•
7. Ground Lease Payment	<ul style="list-style-type: none"> Please proposed the amount of the ground lease payment to NHA, any escalator and timing of payments, in respect of the waterfall. 	•	•
8. Participation in the Managing Member LLC	<ul style="list-style-type: none"> Because of NHA's contributions-to-date and future expected contributions, NHA expects to have minority participation in the managing member LLC. 	•	•

Key Deal Element	NHA Comment or Objective	Respondent Proposal	Respondent Comment
	<ul style="list-style-type: none"> Please propose managing members % split between respondent and NHA 		
9. Property Management Fee to Respondent Management Agent	<ul style="list-style-type: none"> Please propose management fee percentage expected and basis of calculation (e. g. % of effective gross income) 	•	•
10. Waterfall	<ul style="list-style-type: none"> Please clearly lay out the order of precedence for the cash flow waterfall Comment as necessary on the rationale for your proposal 	•	•
11. Right of First Refusal (ROFR) after completion of the 15 yr. LIHTC Compliance Period	<ul style="list-style-type: none"> NHA expects a clearly defined primary ROFR, with customary and reasonable terms, available at the conclusion of the LIHTC compliance period. Please outline the terms. Specify if respondent expects any participation in the primary ROFR. Specify if respondent is interested in a secondary ROFR. If so, on what terms? 	•	•
12. Contribution of NHA Faircloth units	<ul style="list-style-type: none"> NHA has tentatively reserved up to 100 Faircloth units to contribute to the Project's financing, if needed to achieve financial close. 	•	•

Key Deal Element	NHA Comment or Objective	Respondent Proposal	Respondent Comment
	<ul style="list-style-type: none"> Because of future NHA PRI redevelopment project demands, NHA prefers that Respondents use less Faircloth units, or none at all, while still meeting affordability objectives stated in the RFP. Please propose how many NHA Faircloth units Developer Partner needs to make Project financing economics work. 		
13. NHA Section 8 Vouchers	<ul style="list-style-type: none"> NHA has a total of 123 Section 8 vouchers under management. Identify how many NHA Section 8 vouchers are needed to make Project economics work. 	•	•
14. NHA right to approve major changes to the Development Budget	<p>NHA is interested in reasonable approval rights, for example:</p> <ul style="list-style-type: none"> NHA has approval rights for cumulative changes >5% NHA has approval right for individual line item changes >5% <p>Also duplicate response using Appendix B template.</p>	•	•
15. Major Actions & Decisions	<p>Please outline key actions and decisions that:</p> <ul style="list-style-type: none"> Require NHA's consent; or 	•	•

Key Deal Element	NHA Comment or Objective	Respondent Proposal	Respondent Comment
	<ul style="list-style-type: none"> Just require information notice to NHA. <p>Please provide proposal using the Appendix B template.</p>		
16. NHA Sub-management agreement	<p>Is a buyout option proposed to effectuate NHA staff reduction that may be required?</p> <p>Alternatively, in order to preserve critical mass of, NHA is open to respondent proposing a sub-management agreement covering any of the following areas:</p> <ul style="list-style-type: none"> Local site, landscaping or snow removal maintenance services. Use of the Chambers Street maintenance garage and shop Voucher management Resident Services Leasing Etc. 	<ul style="list-style-type: none"> 	
17. \$1.25m ARPA Grant \$1.386m CPA Grant \$5.5m CPA Grant	<ul style="list-style-type: none"> Included in Project Sources & Uses Indicate in Respondent's proposal whether these grants could be converted into a loan from NHA 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none">

Key Deal Element	NHA Comment or Objective	Respondent Proposal	Respondent Comment
	and paid back via the waterfall if/when cash flow is available.		
18. Safety of Tenants High Rock School Students & Neighborhood residents	<ul style="list-style-type: none"> • High Rock Middle School (6th grade center) is across the street from the construction site. • Existing Linden Street tenants will be living adjacent to the site. • Propose and describe measures to key these bystanders safe during the construction period. 	• \	•
19. Termination for Convenience	<ul style="list-style-type: none"> • Up until financing closing, NHA prefers that neither party can terminate for convenience. Or, • Only NHA can terminate for convenience 	•	•
20. Termination for Default	<ul style="list-style-type: none"> • Please outline proposed termination for default terms • Summarize compensation provisions to the non-defaulting party. 	•	
21. Termination for "Infeasibility"	<ul style="list-style-type: none"> • NHA prefers no "termination for infeasibility" clause 	•	•
22. General Contractor warranty period	<ul style="list-style-type: none"> • NHA prefers at least 15 months from when certificate of occupancy is obtained. 	•	•
23. Insurance Coverage	<ul style="list-style-type: none"> • Please detail insurance coverages, e. g.: 	•	•

Key Deal Element	NHA Comment or Objective	Respondent Proposal	Respondent Comment
	<ul style="list-style-type: none"> – General liability – Auto liability – Workers' comp – Umbrella liability – Builder's risk – Flood – Requirements for subs 		
24. Other	Please submit any other material terms or conditions you wish to include in the Development Services Agreement.		

Appendix B

Term Sheet Template

Major Actions in Managing Member Operating Agreement Requiring NHA Approval			
Item	Requiring NHA Information or Consent	Respondent Proposal	Respondent Explanation or Comment
1	Admitting a new Member to the Managing Member Company ("MM Company")		
2	Acquiring any real property or any interest in real property other than the acquisition of the Property by the Owner Entity other than any nonmaterial acquisitions necessary for the deal contemplated at closing.		
3	Selling any of the assets of the MM Company, or entering into any other capital transaction (other than in the ordinary course of business in furtherance of the purpose of the MM Company)		
4	Leasing or otherwise encumbering any of the MM Company's real property (other than residential and commercial in the ordinary course of business in furtherance of the purpose of the MM Company) that would change the use of the property		
5	Amending the operating agreement of the MM Company, or Articles of Organization of the MM Company, in any manner, or amending the operating agreement of the Owner or other governing documents, in any manner any approvals not to be unreasonably withheld, delayed, or conditioned.		
6	The pledge, encumbrance, sale or transfer of any material assets of the MM Company;		
7	Entering any contract or agreement for the benefit of the MM Company with a MM Member or Affiliate of any Member not specifically provided for herein;		

Major Actions in Managing Member Operating Agreement Requiring NHA Approval

Item	Requiring NHA Information or Consent	Respondent Proposal	Respondent Explanation or Comment
8	Selecting, renewing, terminating or replacing the architect, general contractor or project accountant, the relocation specialist; the parties hereby agree that [] shall be the contractor, [] as architects, and [].		
9	Dissolving, liquidating, merging or winding-up the MM Company;		
11	Entering into any merger, consolidation or restructuring of the MM Company initiated by the Managing Member;		
12	Initiating any proceeding under the Federal Bankruptcy Code or any similar law relating to the ' protection of creditors, or consent to the initiation against it of any such proceeding with respect to the MM Company. Notwithstanding the foregoing, Managing Member shall be entitled to negotiate the terms of any such proceeding on behalf of the MM Company, but any resolution requires [consent? notification?] of all Members;		
13	Taking or holding any assets of the MM Company other than in the name of the MM Company, or an Affiliate of either of them;		
14	Issuing any debt that is convertible into equity;		
15	Negotiating or agreeing upon any material matters and/or documents with any lenders or investors making loans or equity contributions to the Owner Entity including but not limited to those lenders making loans in connection with the Project or the low-income housing tax credit investor admitted to the Owner Entity;		

Major Actions in Managing Member Operating Agreement Requiring NHA Approval

Item	Requiring NHA Information or Consent	Respondent Proposal	Respondent Explanation or Comment
16	Making any call for Capital Contributions from the NHA or accepting any Capital Contributions from NHA other than as set forth herein or in the operating agreement of the Owner Entity;		
17	Making any capital investment by the MM Company or by the Owner Entity (whether directly or indirectly) by capital contribution, advance, guaranty, or loan to another entity, or otherwise, in any project other than the Project;		
18	Making any Member Loan to the MM Company, in an amount greater than [\$50,000?] except as required by the operating agreement of the Owner Entity and/or to avoid a default under any loan documents between the Owner Entity and any lender;		
19	Other than litigation relating to the operation of the Property in the ordinary course of business that is covered by insurance, initiating, settling or dismissing any litigation, or arbitration against the Company or the Owner in which the amount in controversy exceeds \$() ("Litigation") involving the Company, or any of its assets, other than claims covered by insurance, and agreeing to any settlement of such matters or in which such action would or could adversely affect or expand the liability of [NHA Member] in any manner;		
20	Entering into any guarantee, indemnity bond or surety bond by the MM Company other than contemplated by the loan documents or the Owner Entity documents, provided that there're appropriate carve-outs for closing;		

Major Actions in Managing Member Operating Agreement Requiring NHA Approval

Item	Requiring NHA Information or Consent	Respondent Proposal	Respondent Explanation or Comment
21	Preparing and issuing any supplement to, revision of, or deviation from any portion of the Project Budget, Project Pro Forma and the Business Plan in any material respect;		
22	Provided that a deviation from the final Project Budget shall not be deemed "material" unless it results in an increase of greater than [five percent (5%)] of the total Project Budget, excluding increases to line items for taxes, insurance premiums, assessments, or other non-discretionary costs;		
23	Engaging in any activity by the MM Company which is inconsistent with the MM Company's purpose or project closing documents in any material respect		
25	Selection of or changes to the Property Management Company		
26	Other than leasing residential units, the sale, leasing, disposing of, mortgaging, granting a security interest in, or refinancing of the Property		
28	Except in connection with distributions under this Agreement, or in performing contracts with Members and/or Affiliates which contracts have been approved by all Members, disbursing monies of the Managing Member Company to any Member or Affiliate of a Member		
29	Dissolving or liquidating the MM Company or seeking protection for the MM Company under federal bankruptcy laws to the extent provided by the Operating Agreement.		
30	Establishing or maintaining reserves other than reserves reasonably necessary for the ongoing operations and/or capital needs of the Property or those required by a lender		

Major Actions in Managing Member Operating Agreement Requiring NHA Approval

Item	Requiring NHA Information or Consent	Respondent Proposal	Respondent Explanation or Comment
31	Making any decision relative to a material restoration of the Property following condemnation or costing in excess of [\$100,000] except as required by a lender to, or investor in, the Owner Entity; casualty (for the purposes of this provision the term "material" shall mean any rehabilitation		
32	Merging the MM Company or consolidating the MM Company with or into another entity except as authorized in the project closing documents		
33	Terminating or amending the management agreement between the Owner Entity and the management company will require [?], or entering into a new management agreement		
34	Any action or decision which could reasonably be expected to cause any construction or permanent lender to the Project and/or any investor member of the Owner Entity to exercise or enforce its rights against the Managing Member or under any guarantee or indemnity agreement given by the Managing Member or an affiliate of the Managing Member in connection with the Project, including, without limitation, a construction completion guarantee, a tax credit recapture guarantee, and an operating guarantee.		

Appendix B (cont'd)

Major Actions in Owner Operating Agreement Requiring NHA Approval

Item	Requiring NHA Information or Consent	Respondent Proposal	Respondent Explanation or Comment
35	Changes to the operating agreement, right of first refusal and option agreement;		
36	Any documents imposing new NHA Entity duties or obligations or materially and adversely affecting any existing NHA Entity rights or benefits, including but not limited to the following documents if they impose new NHA duties or obligations: guarantees, indemnifications, property management, social/supportive services, housing assistance payments, right of first refusal, assumption of mortgage financing, unsecured debt other than in the ordinary course of operations or mandated by the Operating Agreement of the Company, or refinance of existing secured or unsecured debt, but not including any such documents or obligations if mandated by the Operating Agreement of the Company, a secured unrelated lender, the Executive Office of Housing and Livable Communities, the United States Department of Housing and Urban Development. For clarification, changes that affect cash flow or capital proceeds to the Company are not material unless they severely diminish then-current cash flow or capital proceeds or if such diminished cash flow or proceeds are comparably in NHA's reasonable discretion substituted for with other fees, cash flow or proceeds to the members. A change shall be determined by the		

Item	Requiring NHA Information or Consent	Respondent Proposal	Respondent Explanation or Comment
	Accountants that is greater than [ten (10) to thirty percent (30%)) shall be deemed a severe or any change that would result in negative cash flow and any such changes are in the aggregator over any consecutive twelve (12) month period.		
37	Any decisions relating to the Right of First Refusal and Option Agreement shall be solely made by the NHA entity. The parties acknowledge that their intention is to structure the financing and legal documents to minimize the total cost for the NHA Entity to acquire the Project pursuant to the Right of First Refusal, and any decision to accept an offer or calculate the price shall be made by the NHA Entity in consultation with the Accountants.		

Appendix C

EOHLC SUGGESTED TEMPLATE

LAND DISPOSITION/DEVELOPMENT AGREEMENT

This Land Disposition/Development Agreement (this “Agreement”) is made as of this _____ day of _____, 2024, by and between XYZ, a Massachusetts [corporation][limited partnership][limited liability company], having a place of business at 123 Main Street, Anywhere MA 02601 (“Developer”) and the _____ Housing Authority, a public body corporate and politic organized under the laws of the Commonwealth of Massachusetts, having a place of business at _____ (address) _____ (“HA”).

Recitals

A. HA is the owner in fee simple of certain property known as _____ located at _____ (address) _____ MA (“Existing Property”) containing ____ units of state-aided public housing currently operated by HA. HA wishes to redevelop all or a portion of the Existing Property (the designated redevelopment area being referred to herein as the “Project Site”) as a mixed-income rental housing development, including the same number of state-aided public housing units as are currently located at the Property.

B. On or about _____, HA issued a request for proposals (the “RFP”) in connection with the contemplated development, rehabilitation, construction and operation of mixed income rental housing, including at least _____ units of state-aided public housing on the Project Site. The RFP contemplated that the successful proposer would apply, as a co-applicant with the HA, to the Executive Office of Housing and Livable Communities (“EOHLC”) for grant finding and other funding from the following programs

The RFP also constituted the HA’s notice that the Project Site was available for disposition, and indicated that the HA would select the successful proposer to acquire an interest in the Project Site.

C. On or about _____, Developer submitted a proposal, a copy of which is attached as Exhibit A and incorporated herein by reference, (the “Proposal”) to develop, rehabilitate, construct and operate residential units and associated site improvements on the Project Site (the proposed redevelopment project, including the unit mix, income mix and other details described in the Proposal, being referred to herein as the “Project”). On or about _____, HA designated Developer as the developer for the Project and as the party to whom HA would dispose of an interest in the Project Site in accordance with the RFP. On or about _____, HA and the Developer executed a Development Services Agreement (“DSA”) memorializing the terms and conditions of the agreement between the parties, a copy of which is attached as Exhibit B and incorporated herein by reference.

D. HA and Developer desire to enter into an agreement pursuant to which the HA will dispose of an interest in the Project Site to Developer and Developer will develop, construct and operate the Project on the Project Site in accordance with this Agreement as set forth below.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1. Disposition of Project Site; Developer Right of Entry; Long-Term Use Restriction.

1.1 Determination of Project Site Boundaries. The parties agree that the exact boundaries of the Project Site shall be as delineated in the site plan or survey attached as Exhibit C, subject to minor adjustments based on an updated survey to be obtained prior to closing.

1.2 Disposition of Project Site. At such time as Developer is ready to close on its construction financing for development of the Project, HA and Developer shall enter into such agreements as may be required to convey a long-term leasehold interest in the Project Site to Developer on terms consistent with this Agreement and approved by the Department of Housing Community Development (EOHLC).

[Add description of basic terms here, e. g.: The Ground Lease (attached here to as Exhibit D) shall be for a term of ninety-nine (99) years and shall be on a "triple net" basis, with all costs and expenses, including taxes and insurance, paid by tenant. Rent under the Ground Lease shall consist of at least an initial payment of \$ _____, an additional payment of \$ _____ upon the permanent loan closing, and annual payments based on an amount to be negotiated, to be funded as a project expense or as a percentage of cash flow.]

1.3 Developer Right of Entry Prior to Disposition. HA grants to Developer, its agents, employees, subcontractors, and their agents and employees, a license to enter onto the Project Site for the purpose of investigating site conditions including, without limitation, surveying, conducting soil tests or borings, and conducting other investigations or engineering tests. Any such entry shall be done at Developer's sole cost and expense, and at Developer's sole risk. Developer agrees to indemnify, defend, and hold harmless HA and its employees and agents, from and against any cost, expense, claim or liability arising from any such entry onto the Project Site by Developer, its agents, employees or subcontractors. Developer agrees that it shall conduct all such tests and investigations in a manner which will cause as little damage as possible to the Project Site, and in the event of any such damage, shall promptly repair and restore the same at its sole cost and expense. Developer agrees further that all such tests and investigations will be conducted in compliance with all applicable laws and regulations, with due respect for the privacy and safety of residents of the Project Site, and consistent with any applicable notice provisions of HA's leases with residents of the Project Site.

1.4 Long Term Use Restriction. At the time of disposition of the Project Site, Developer shall execute and deliver to HA a recordable land use restriction agreement (the "LURA"), consistent with the requirements of the funding sources and the RFP, the Proposal and the DSA, enforceable as a perpetual restriction encumbering the Project Site under G.L. c. 184 Sections

31-33, pursuant to which Developer shall agree to use the Project Site solely for residential rental housing, including state-aided public housing as required by this Agreement, excepting any other incidental uses necessary for the success of the development.

1.5 Additional Sites. Nothing in this Agreement shall preclude Developer from incorporating into the Project, with the prior written consent of HA and EOHLC, one or more adjacent parcels of land; provided that any LURA entered into pursuant to Section 1.4 of this Agreement shall encumber such additional land as well as the Project Site.

Article 2. Development of Project; Public Housing; Term of Agreement.

2.1 The Project. Subject to the Requirements (defined in Section 4.1 below), and further subject to the rights defined the HA rights defined in the DSA, Developer shall have responsibility for all aspects of the design, development, construction and operation of the Project.

2.2 State-Aided Public Housing. _____ of the dwelling units at the Project shall be state-aided public housing units, operated in accordance with G.L. c. 121B and any applicable regulations and/or administrative guidance issued by EOHLC.

2.3 Development Costs. It is understood and agreed that Developer shall receive the Project Site in an “as is” condition and shall bear all costs associated with the Project as contemplated hereunder. Developer is solely responsible for obtaining all financing for the development of the Project. This sole responsibility shall in no way preclude Developer from applying with HA for and receiving funds from EOHLC under any applicable funding program, or from applying for and receiving locally available financial assistance for affordable housing initiatives within [City/Town], such as Community Preservation Act funds. HA will pay its own legal fees in connection with preparation and negotiation of this Agreement and any closing documents.

2.4 Term of Agreement. This Agreement shall become effective on the date approved in writing by EOHLC, and if not sooner terminated pursuant to Section 3.4 shall have a term of three (3) years; provided, that all provisions of this Agreement governing the use restrictions applicable to the Project and Developer’s indemnity obligations under Section 3.2 shall survive the termination of this Agreement and shall be enforceable in perpetuity or for the longest period permitted by law, which in any event shall be for at least ninety-nine (99) years.

Article 3. Respective Responsibilities of Parties.

3.1 Responsibilities of Developer. All aspects of the development of the Project as a financially feasible project shall be the responsibility of Developer, it being understood that Developer shall only be responsible for the construction and operation of the Project to the extent Developer timely receives all funding, permits and approvals contemplated in the Proposal or this Agreement or otherwise necessary for the Project. Items 3.1(a), (b) and (c) are required for documentation that the Developer is diligently pursuing his obligations to the HA as further detailed in Article 5.1.1. Specific Developer responsibilities include, without limitation, the following:

(a) Developer shall provide HA on a timely basis with all information with regard to Developer's activities which HA reasonably requests, and shall submit to HA for its prior approval all significant Project contracts, materials, plans and documents.

(b) Developer shall coordinate, direct and manage the Project development and construction teams identified in the Proposal and any other team members subsequently selected by Developer (which shall be subject to HA's approval). Developer shall provide HA with contact information for all team members.

(c) Developer shall apply for, secure, and enter into all necessary Project financing and subsidy arrangements. Developer shall keep HA fully informed of all applications for government assistance and public or private financing with respect to the Project and upon request shall provide HA with copies of formal submissions in addition to the drafts submitted for prior HA approval.

(d) Developer shall obtain hazard and liability insurance reasonably satisfactory to HA, EOHLC and all funding sources.

(e) Developer shall use diligent efforts to adhere to the Project Development Schedule attached as Exhibit B.

(f) Developer shall comply with all the Requirements (defined below), and shall obtain all necessary governmental consents and approvals, including, if required, a comprehensive permit pursuant to M.G.L. Ch. 40B or any other zoning permits, a building permit and other municipal, state or federal permits, prior to undertaking any work on the Project.

(g) Developer shall manage and supervise the construction of the Project in a good and first-class workmanlike manner and employing new materials of good quality and in accordance with the terms of the Ground Lease and the LURA and all Requirements.

(h) Developer shall not permit any mechanics' liens or similar liens to remain upon the Project Site for labor and materials furnished to the Project in connection with work of any character performed at the direction of Developer and shall cause any such lien to be released of record without cost to HA pursuant to the terms of this Agreement, by satisfaction and discharge of such lien or release of such lien by bond.

(i) Developer shall provide reasonable access, at reasonable times and from time to time, to HA to inspect Developer's books and records, the Project Site, and the Project, and to assure compliance with the provisions of this Agreement, provided that the HA provides Developer at least twenty-four hours' prior notice thereof except in case of emergency.

3.2 Developer Indemnification. Developer agrees to defend, indemnify and hold HA harmless from and against any and all liabilities, losses, costs, expenses (including attorneys' fees), causes of action, suits, claims, damages, demands, judgments or expenses from any and all claims, actions, or suits of any nature whatsoever that may be imposed upon, incurred by, or asserted against HA by reason of this Agreement. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

3.3 Responsibilities of HA. The following matters shall be the primary responsibility of HA:

(a) HA shall review on an expeditious basis any matter submitted to it for review or approval and advise Developer of approval or denial, and (if relevant) of its reasons for denial.

(b) HA shall cooperate with Developer in providing information within HA's possession and in joining Developer as a co-applicant as reasonably necessary to obtain licenses, approvals, clearances, comprehensive permit and other permits, or other cooperation from local, state, and Federal agencies and officials and from local governing bodies, including with respect to the approval of the Project by EOHLC pursuant to 760 CMR 4.11-4.15, et. seq.; provided, that in no event will HA be responsible for the cost of preparing any such applications. HA will also cooperate with Developer in pursuing any real estate tax exemptions and abatements that may be available for the Project.

(c) In no event shall HA assume any responsibility as a borrower, guarantor or endorser of any debt relating to the Project Site or the Property.

(d) Notwithstanding the provisions of Subsection (b) above, the HA shall not be required to join in or become a party, nominal or otherwise, to any proceeding in which it will oppose the [City][Town] of _____ or the Commonwealth of Massachusetts or any agency, authority, branch, housing authority, division, office or subdivision of or for the [City][Town] of _____ or the Commonwealth of Massachusetts, nor shall the HA be required in connection with any such proceeding or otherwise to oppose in any way any policy previously established by the HA nor to take any position inconsistent with a position previously taken and made public by the HA.

3.4 Responsibilities of Both Parties. If resources anticipated by the parties for the Project become unavailable, or for any reason the Project ceases to be feasible, including, without limitation, due to engineering constraints of the Property, HA will work with Developer, both in good faith, to develop changes or alternate plans which accomplish the original goals set forth in this Agreement to the maximum extent possible given available resources, which changes may include a change in the number of the units in the Project but shall not include a reduction in the number or size of state-aided public housing units or a change in the eligibility criteria for such units. In the event that the parties, using good faith, are either unable to identify feasible changes or alternate plans or to agree upon proposed changes or alternate plans within six (6) months after the need for changes or alternate plans has been identified, either party may terminate this Agreement upon thirty (30) days' written notice to the other party, in which event Developer shall be entitled to termination expenses to the extent authorized under Section 5.5 below.

Article 4. Plans; Project Development Schedule

4.1 Plans. The development and construction of the Project shall be in substantial compliance with the RFP, the Proposal, the DSA and such site plans, concept plans, plans and specifications and the like, approved pursuant to this Agreement by the parties ("Plans"), unless changes are agreed upon in writing by the parties. In addition, Plans shall comply with all applicable Town of _____ ordinances, regulations and processes (as the same may be affected by any variances, permits or approvals, "Local Ordinances") and with the terms and conditions of any variances, permits and approvals obtained for the Project (the Approved Plans

and Local Ordinances), together with any other applicable federal or state laws, regulations, notices, rulings or administrative guidance, collectively, the “**Requirements**”).

4.2 Project Development Schedule. Attached hereto as Exhibit B is the Project Development Schedule, including proposed dates for performance of certain milestones.

Article 5. Default; Remedies.

5.1 Default by Developer. The occurrence of any of the following events shall constitute an event of default (“Event of Default”) under this Agreement by Developer:

5.1.1 If Developer fails to diligently prosecute the development and construction of the Project in accordance with the Requirements, the LURA and all other applicable requirements of this Agreement or to observe or perform in any material respect any covenant, condition, agreement or obligation hereunder and shall fail to cure, correct or remedy such failure within thirty (30) days after the receipt of a written notice thereof, unless such failure cannot be cured by the payment of money available to the Project and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if Developer proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;

5.1.2 If Developer shall be adjudicated bankrupt or be declared insolvent under the federal bankruptcy code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts (hereinafter collectively “Bankruptcy Laws”) or if Developer shall (a) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of Developer or of any substantial portion of Developer’s property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or

5.1.3 If an order for relief against Developer shall be entered in any involuntary case under any Bankruptcy Law, or if the petition commencing an involuntary case against Developer or proposing reorganization of Developer under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of Developer, or the appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of Developer or of any substantial portion of Developer’s property, or any similar relief as to Developer pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.

5.2 Remedies for HA. If there is an Event of Default by Developer, in addition to any and all other remedies available to it at law or in equity, HA may (a) terminate this Agreement upon written notice to Developer, (b) seek specific performance of Developer’s obligations

hereunder, and/or (c) seek monetary damages. In the event that HA initiates enforcement or other legal proceedings to enforce this Agreement or to otherwise redress a breach of this Agreement by Developer, in addition to any other remedies to which HA may be entitled, Developer shall pay to HA forthwith any and all costs and expenses, including attorneys' fees, that are incurred in enforcing this Agreement or prosecuting any such proceedings.

5.3 Default by HA. The occurrence of any of the following events shall constitute an Event of Default by HA hereunder:

5.3.1 If HA fails in any material respect to observe or perform any covenant, condition, agreement or obligation hereunder, and shall fail to cure, correct or remedy such material default within thirty (30) days after the receipt of written notice thereof, unless such failure cannot be cured by the payment of money and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if the HA proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;

5.3.2 If HA shall be adjudicated bankrupt or be declared insolvent under any Bankruptcy Laws or if HA shall (a) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of HA or of any substantial portion of HA's property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or

5.3.3 If an order for relief against HA shall be entered in any involuntary case under any Bankruptcy Law, or if the petition commencing an involuntary case against HA or proposing reorganization of HA under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of HA, or the appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of HA or of any substantial portion of HA's property, or any similar relief as to HA pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.

5.4 Remedies for Developer. If there is an Event of Default by HA, Developer's sole remedy shall be to terminate this Agreement upon written notice to HA and to receive termination expenses to the extent authorized under Section 5.5 below.

5.5 Termination Expenses. If this Agreement is terminated for any reason other than a default by Developer continuing beyond applicable notice and grace periods, then Developer shall be entitled to receive payment for its third-party costs and expenses incurred in good faith prior to the effective date of termination, only upon the following conditions and further subject to the terms of the DSA:

5.5.1 Such costs and expenses shall be consistent with a pre-development budget approved by HA in its sole discretion;

5.5.2 HA shall have agreed in writing to fund the pre-development costs set forth in such budget a grant or another source of pre-development funding (provided, that HA shall not pay any pre-development costs out of state-aided public housing operating subsidy, tenant-paid rents, or capital funds without prior written approval by EOHLC);

5.5.3 Developer shall have submitted to HA invoices and other back-up documentation reasonably required by HA to evidence that such costs were actually incurred and reasonable given the progress of the applicable third-party work;

5.5.4 If so requested by HA, Developer shall have provided prompt notice to the applicable third-party contractor to cease work under its contract, to limit the amount of costs incurred prior to the effective date of termination of this Agreement; and

5.5.5 If so requested by HA, Developer shall have executed such assignments and approvals as may be necessary to transfer any such third-party contracts and the ownership of any work product produced thereunder to HA.

In no event shall HA be responsible for the payment of Developer's staff costs, overhead, or any other costs or expenses associated with the Project other than the third-party costs and expenses described above.

Article 6. Miscellaneous.

6.1 Integration. This Agreement expresses the entire agreement of the parties, and supersedes and replaces any prior agreements of the parties, written or oral.

6.2 Applicable Law. This Agreement shall be construed under the laws of the Commonwealth of Massachusetts.

6.3 Amendment. This Agreement may be amended only by a written instrument, executed by both parties.

6.4 Notices. Whenever, by the terms of this Agreement, notice or any other communication shall or may be given, such notice or communication shall be in writing and shall be deemed given upon the earlier of (i) actual receipt by the party to whom addressed or by such party's agent or employee, (ii) two business days after being deposited in the U.S. mail, registered or certified mail, postage prepaid, or (iii) one business day after being delivered to a so-called "overnight" mail service with 1-day service, in any event addressed as follows:

If to HA, to:

Housing Authority,
Anywhere, MA 01111
Attn: _____, Executive Director

and a copy to:

Chief Counsel
Executive Office of Housing and
Livable Communities
100 Cambridge St,
Suite 300
Boston, MA 02114

If to Developer, to:

XYZ corporation,
460 Main Street
Anywhere, MA 02222
Attn: _____, Project Manager

and a copy to:

Attorney
ABC LLP
123 Main Street
Boston, MA 02122

6.5 Approvals and Consents. Where the approval or consent of either party is required, such approval or consent shall not be unreasonably withheld, conditioned or delayed. All approvals and consents shall be requested and provided in writing. Any denial of an approval or consent shall be in writing and shall contain a clear and full statement of the reasons for the denial. Unless otherwise specifically provided in this Agreement, if approval or consent is requested pursuant to the notice procedures set forth in this Agreement and if no response is received within thirty (30) days of the notice, the approval or consent shall be conclusively deemed granted. Any such approvals or consents to be deemed granted after a period of non-reply shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

“NOTICE THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO RESPOND WITHIN ___ DAYS SHALL RESULT IN AUTOMATIC APPROVAL.”

6.6 Prohibition on Assignment. This Agreement may not be assigned or transferred by Developer without the written consent of HA and EOHLC. Notwithstanding the foregoing, for the purposes of this Agreement, “Developer” shall refer variously to XYZ corporation and, as the context dictates, any entity which either directly or indirectly controls, is controlled by or is under common control with XYZ corporation, which XYZ corporation may organize to accomplish its obligations hereunder.

6.7 EOHLC Approval. This Agreement shall not take effect until it has been approved in writing by EOHLC.

6.8 Governing Law; Severability. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and

executed by all of the parties hereto. The invalidity of any clause, or portion of any provision of this Agreement shall not affect the validity of the remaining portions hereof.

6.9 Waiver. The failure on the part of Developer or HA, as the case may be, to complain in any one or more cases of any action or inaction on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option contained herewith, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Developer or HA shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

6.10 Binding; Successors. The terms of this Agreement shall be binding on the parties and their respective successors, heirs and assigns. All references in this Agreement to the Developer shall be deemed to apply to the Developer and any entity or entities established by the Developer to carry out the Project. All covenants, agreements, terms and conditions of this Agreement shall be construed as covenants running with the land, and this Agreement may be recorded by either party; provided, that by mutual agreement of the parties, this Agreement may be superseded in whole or in part by the Ground Lease and the LURA.

6.11 Headings and Captions for Convenience Only. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement under seal as of the date and year first written above.

XYZ corporation

By: _____

Chief Executive Officer

_____ Housing Authority

By: _____

Executive Director

Appendix D

EOHLC LAND DISPOSITION CONDITIONAL APPROVAL LETTER



Commonwealth of Massachusetts EXECUTIVE OFFICE OF HOUSING & LIVABLE COMMUNITIES

Maura T. Healey, Governor □ Kimberley Driscoll, Lieutenant Governor □ Edward M. Augustus Jr., Secretary

February 2, 2024

Cheryl Gosmon, Executive Director
Reginald C. Foster, Chair
Needham Housing Authority
21 Highland Circle
Suite 10
Needham, MA 02494

Re: NHA's Request for Approval of a Bridge Conveyance of Linden Street

Dear Ms. Gosmon and Mr. Foster:

The Commonwealth of Massachusetts Executive Office of Housing and Livable Communities ("EOHLC") is in receipt of the Needham Housing Authority's ("NHA") January 25, 2024 letter regarding the redevelopment of NHA's Linden Street development, a 72-unit state-aided public housing development created pursuant to c. 667 of the Acts of 1954 (the "Property").

EOHLC understands that NHA is seeking approval to transfer ownership of the Property to an affiliate of NHA, NHA Linden Street Interim LLC (the "Affiliate"), via ground lease to facilitate the redevelopment of the Property. EOHLC further understands that NHA intends to commence predevelopment activities pursuant to the public procurement exemptions contained in [c. 268 of the Acts of 2022](#).

Pursuant to this award letter, EOHLC hereby approves NHA's proposed bridge conveyance and authorizes NHA to immediately take advantage of the public procurement exemptions contained in c. 268 of the Acts of 2022, subject to the following conditions:

1. The ground lease instrument used by NHA to transfer ownership of the Property to the Affiliate is subject to review and approval by EOHLC. To obtain EOHLC approval, the ground lease must: (a) be for a duration sufficient to allow the Affiliate to conduct all necessary procurements and otherwise complete all predevelopment activities for the redevelopment; and (b) contain a provision that the lease shall terminate, and ownership of the Property revert to NHA, in the event the redevelopment of the Property does not go forward.
2. EOHLC and NHA must enter into an agreement stipulating that all terms of the Property's contract for financial assistance will continue to apply irrespective of the bridge conveyance and that both the NHA and the Affiliate will continue to be bound by all state-aided public housing requirements except to the extent specifically waived by EOHLC in writing.

3. NHA must provide EOHLC written confirmation from the Town of Needham that NHA's Payment in Lieu of Taxes ("PILOT") agreement with the Town will remain intact during the bridge conveyance and subsequent redevelopment of the Property.
4. If the Affiliate does not undertake the redevelopment of the Property itself, no construction may commence until after the transfer to the ultimate redevelopment entity.

EOHLC is pleased that NHA is taking steps to modernize its portfolio. If you have questions about this letter, please contact Matthew Martin, Real Estate Specialist, at matthew.martin3@mass.gov

Sincerely,



Benjamin Stone
Director, Division of Public Housing & Rental Assistance

Cc: Fatima Razzaq, Bill Halfpenny, Matt Martin; EOHLC
Margaret Donnelly Moran, Matt Zajac, Chris Moyer; Cambridge Housing Authority

Appendix E

CERTIFICATION OF NON-COLLUSION

The undersigned authorized to sign on behalf of this corporation or entity certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

(Signature)

(Printed Name, Title)

(Name of business)

(Date)

Appendix F

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62 c, sec. 49 (a), the individual authorized to submit this certificate on behalf of the corporation or entity that is submitting this proposal hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the entity has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature)

(Printed Name, Title)

(Name of business)

(Date)

Appendix G

**DISCLOSURE OF BENEFICIAL INTERESTS
IN REAL PROPERTY TRANSACTION**

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J), prior to the conveyance of or execution of a lease for the real property described below.

1. Public Agency involved in this transaction: NEEDHAM HOUSING AUTHORITY
2. Complete legal description of the property:
3. Type of transaction: Sale Lease or rental for [term]:
4. Seller(s) or Lessor(s):
Purchaser(s) or Lessee(s):
5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. [***Note:** If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.]*

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity.

The undersigned acknowledges that any changes or additions to items 3 and/or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

(Signature)

(Printed Name, Title)

(Name of business)

(Date)

Appendix H

Comparative Evaluation Criteria

A. DEVELOPER TEAM EXPERIENCE & CAPACITY	UNACCEPTABLE	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
<ol style="list-style-type: none"> 1. Demonstrated experience in and capability for designing, permitting, developing and managing projects of a similar scale and type, including mixed income residential projects. 2. Demonstrated financial capacity as evidenced by required documentation. 3. Demonstrated experience securing financing for similar projects. 4. The adequacy of the proposed staffing plan, taking into account the experience and qualifications of the identified team members. 5. Experience developing energy efficient homes and meeting stretch code requirements. 6. Quality of property management team, including experience with similar projects management approach 	<p>Development team members have had only minimal experience in the development of mixed income projects of a similar scale and type, including legal, design, development, financing, and management experience with rental housing.</p>	<p>Development team members have had significant experience in the development of mixed-income projects of a similar scale and type, including significant legal, design, financing, affordable housing management, and development experience.</p> <p><i>Significant experience (2 or more projects)</i> Energy efficient buildings are part of standard development approach.</p>	<p>Development team has significant and substantial successful development of mixed income housing projects of a similar scale and type, including significant legal, design, financing, affordable housing management and development experience. <i>Extensive experience (4 or more projects)</i> Energy efficient design and construction is the standard approach to design and development.</p>

B. REDEVELOPMENT PROJECT OBJECTIVES, CONCEPT AND FEASIBILITY	UNACCEPTABLE	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
<ol style="list-style-type: none"> 1. Proposal addresses the design objectives and concepts described in the RFP, with a mix of bedroom and incomes ranges, and reflects knowledge and understanding of project constraints, in particular legal constraints re: the ownership structure, and, if applicable, water and septic systems. 2. Project assumptions are reasonable and support a conclusion that the project is feasible financially and proposed resources are attainable, taking into account visible site conditions and any identified environmental, zoning and other permitting issues and the affordability requirements and goals as described in the RFP. 3. Adequacy of proposed development budget based on current cost and market conditions. 4. Pro forma operating budget includes rents that are appropriate as well as reasonable assumptions management, administrative costs, maintenance and utility cost. 	<p>Proposal does not demonstrate an understanding of development process, constraints, costs and operating budgets for mixed-income projects including a combination of affordable and market-rate housing.</p>	<p>Proposal contains realistic development and operating budgets and demonstrates developer's proven track record in securing necessary financing for similar transactions.</p>	<p>Proposal contains realistic, detailed and cost-effective development and operating budgets and demonstrates developer's high degree of success in securing necessary financing and other sources of funding for similar transactions.</p>

C. READINESS TO PROCEED/MILESTONES	UNACCEPTABLE	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
<ol style="list-style-type: none"> 1. Demonstrates ability to advance funding proposals. 2. Demonstrates ability to maintain current project schedule, and onboard team. 3. Meeting the dimensional requirements of the Affordable Housing District zoning bylaws. 4. Key project milestones outlined in RFP. 	<p>Proposal fails to either present and support the feasibility of meeting critical milestones or provide reasonable schedule that outlines dates to meet tasks.</p>	<p>The proposal meets all milestone requirements of the RFP and outlines in reasonable detail how takes/milestones will be accomplished</p>	<p>The proposal meets all milestone requirements and provides a thoughtful onboarding strategy, with best practices to advance key project milestones. Proposal will include strategy on advancing project if competitive funding cannot be immediately secured</p>
D. SITE AND BUILDING DESIGN	UNACCEPTABLE	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
<ol style="list-style-type: none"> 1. Creative, thoughtful and efficient site design concept that is mindful of community engagement to date, cost-effective and high quality, creates density within the context of its surroundings. 2. Site plan creates community while maintaining tenant privacy. 3. Plan reflects local design vernacular. 4. The plan provides adequate parking and adequate community space. 5. Resiliency to climate change incorporated into design including solar ready and consistent with the Town of Needham Stretch Code. 	<p>Proposal fails to either present and support the feasibility of an attractive viable proposed design or describe in detail the methodology and criteria to be applied in developing an attractive and viable design proposal.</p>	<p>The proposal meets all design requirements of the RFP or outlines in reasonable detail the methodology and criteria to be applied in developing a design that meets all design requirements.</p>	<p>The proposal exceeds the design requirements of the RFP or outlines in reasonable detail the methodology and criteria to be applied in developing a design that exceeds the design requirements.</p>

E. REFERENCES, SITE VISITS & INTERVIEW	UNACCEPTABLE	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
<ol style="list-style-type: none"> References – a minimum of three references, include references from all projects undertaken in the last 10 years. Site visits - the selection committee may choose to visit proposers' completed projects. Interview of proposer by NHA or its evaluation committee 	<p>Minimum of 3 references not supplied, or references were poor and/or inadequate.</p> <p>Properties visited were in poor condition. Residents were not pleased.</p> <p>Proposer did not adequately address NHA questions in the interview.</p>	<p>Strong references reflecting projects came in on time and within budget, good property management structure. Properties visited were in good condition, site layout was efficient, buildings were well designed, Residents were largely happy.</p> <p>Interview questions were satisfactorily addressed.</p>	<p>Strong references reflecting timely completion & developer's excellent budget control, property mgmt. structure and professionalism. Sites visited were in great condition, layout & landscaping excellent, great building design and use of energy efficient and durable materials. Residents very happy. Interview questions thoroughly addressed; greatly impressed interviewers with ability to successfully complete project.</p>
F. NON-TECHNICAL PROPOSAL -- PRICE, FEES, TERMS & CONDITIONS	UNACCEPTABLE	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
<p>For all Respondents who meet the Minimum Qualifications, their proposed terms and conditions will be summarized in a comparison matrix. Each proposal will be comparably analyzed and evaluated against the proposals from other Respondents, and against customary industry terms, and practices for projects similar size and scope as the Linden Street Redevelopment Project. The following categories will be considered:</p> <ol style="list-style-type: none"> Proposed Term Sheet -- Key Deal & Term Elements Proposed Term Sheet -- Major Decisions & Actions Development Services Agreement -- 	<p>The Business Proposal fails to present fees, terms and/or conditions that are attractive and advantageous for the Authority.</p> <p>The Business Proposal fails to demonstrate industry standard and customary terms, conditions and practices.</p>	<p>The Business Proposal fully meets all the requirements of the Authority in a fair and balanced way. If respondent were selected as the Authority's Developer Partner, the "deal" would be an acceptable basis for proceeding.</p> <p>The Business Proposal provides industry standard and customary terms, conditions and practices.</p>	<p>The Business Proposal presents an especially attractive financial and non-financial terms and conditions. It would be highly advantageous to the Authority to select the Respondent as its Developer Partner.</p> <p>The Business Proposal provides much better than customary, industry standard terms, conditions and practices.</p>

<p>General Ts & Cs</p> <p>4. Adjustments proposed to the Land Distribution/Development Agreement</p> <p>5. When taken as a whole, degree to which the Business Proposal is advantageous to the Authority.</p>			
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