

THE BOSTON PARTNERSHIP FOR COMMUNITY REINVESTMENT

A Tri-Venture of Urban Spaces, LLC, Diamond Sinacori, LLC & Pederson Consulting, LLC

is pleased to provide its

RESPONSE TO THE RFP

for

Holborn Street Parcels

BPCR - Holborn



Department of Neighborhood Development
Martin J. Walsh, Mayor - Sheila A. Dillon, Director

22 April 2019

THE BOSTON PARTNERSHIP FOR COMMUNITY REINVESTMENT

A Tri-Venture of Urban Spaces, LLC, Diamond Sinacori, LLC & Pederson Consulting, LLC

55 Bent Street, Cambridge, Massachusetts 02141

Attn: Jeffrey Hirsh

jhirsch@urbanspacesllc.com

617.388.0370

May 22, 2020

Re: **HOLBORN STREET PARCELS RFP**

BPCR - HOLBORN

Dorchester, Massachusetts

Dear Members of The DND Selection Committee,

The Boston Partnership for Community Reinvestment (“BPCR”) is pleased to respond to the qualification package and the Requests for Proposals for the Holborn Street Parcels, in the Dorchester section of Boston. The BPCR is a tri-venture comprised of the following developers: Urban Spaces, LLC (Paul Ognibene and Jeff Hirsch); Diamond Sinacori, LLC (Merrill H. Diamond); and Pederson Consulting, LLC, a certified MBE (Ralph Parent). The BPCR is supported by, James Gribaudo as a financial and development consultant.

We were recently honored by the Department of Neighborhood Development thru the award of the Angell-Spencer RFP (BPCR – Angell) and the Mt. Bowdoin RFP (BPCR – Mt. Bowdoin). We are hopeful that these awards were based on what we feel is a “game-changing” approach to providing much needed housing. To accomplish this, we assembled a mission-driven group of professionals whose background and experience cover every aspect of housing economics, design, production and marketing.

Part of the BPCR methodology involves being able to scale the operation to accommodate a substantial number of units. This allows for increased efficiency and productivity due to economies of scale we hope to achieve. This relates directly to the design, permitting, scheduling, buying out, construction and marketing of housing on scattered sites. We believe that our approach to development will allow the City to create more housing for all socio-economic populations. The additional units to be constructed under the Holborn Street Parcels RFP, especially if planned, constructed and marketed in coordination with the units encompassed by the Angell-Spencer and Mt. Bowdoin RFPs, present a timely opportunity for success, for both the BPCR tri-venture and the City of Boston.

* * *

Every entity and member of our development team has bought into our vision of creating an “A Team” of experienced professionals who are focused on efficiently and responsibly expediting the construction of new homes. To that end, Urban Spaces (Paul Ognibene) and Diamond Sinacori (Merrill H. Diamond) will be primarily responsible for managing the development process, including design and construction; and Pederson Consulting, LLC (Ralph Parent) will be primarily responsible for community relations, permitting and the marketing of the subject homes. The overall Project Manager and liaison between the BPCR and DND will be Jeffrey Hirsch, VP of Operations for Urban Spaces.

The BPCR is focused on assisting DND toward accomplishing its vital mission of housing production, especially regarding this type of housing product. Members of our development team have extensive experience balancing the various aspects of housing development within the practical constraints of both the public and private sectors. As such, we know what things cost and we know how to get things built in the shortest time possible. For the Holborn Street Parcels RFP as well as other DND projects, we will be focused on the inclusion of Boston residents, minorities and women into the development and construction of these homes in accordance with DND guidelines.

As initial housing designs drawings are provide by the DND, modification and improvements to the layouts, if any, will be discussed early in the process and will be subject to DND approval. We fully understand the fee-based nature of this initiative and we are committed to work within those parameters.

As primarily private sector developers, we have been able to benefit from numerous financial opportunities in the past. This and other City / neighborhood housing projects afford us the chance to “give back” to the City by providing housing and economic opportunity to the community and its residents.

As in the past, should we receive tentative designation for the Holborn Street Parcels RFP, The Boston Partnership for Community Reinvestment will create a Special Purpose Entity (SPE) as we’ve done previously (BPCR – Angell and BPCR – Mt. Bowdoin) for the development of the Holborn Street Parcels RFP (e.g., BPCR - Holborn).


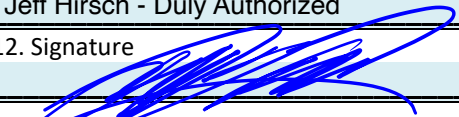
Thank you for your consideration of our RFP Response(s).

Best,

Merrill H. Diamond

Merrill H. Diamond
For the BPCR and its affiliated entities

Appendix 1: Cover Sheet Form

SOLICITATION, OFFER AND AWARD		3. DATE ISSUED		
1. PROJECT NAME	2. TYPE OF SOLICITATION			
Holborn Street Package NHI	<input type="checkbox"/> Invitation for Bids <input checked="" type="checkbox"/> Negotiated (RFP)	March 9, 2020		
4. ISSUED BY: City of Boston, Department of Neighborhood Development 26 Court Street, 11 th Floor Boston, MA 02108		5. ADDRESS OFFER TO: (If other than item 4)		
SOLICITATION				
6. SEALED OFFERS (original and 3 copies) will be received at the place specified in item 4 until 4:00 p.m. (EST) April 14, 2020 . CAUTION: Late submissions, Modifications, and Withdrawals: See Section 10. All offers are subject to all terms and conditions contained in this solicitation.				
7. For Information Contact:	7a. Name	7b. Telephone	7c. Fax	7d. E-mail
	Anne Conway	(617)- 635-0182	(617) 635-0383	Anne.conway@boston.gov
OFFER				
8. In accordance with the terms of this RFP, the undersigned agrees, if this offer is accepted, to furnish any and all supporting documentation upon request by DND.				
OFFER PRICE:	\$ <u>400</u>	This is \$100 per parcel for the affordable homes plus the land price calculated for the Market-Rate homes in Appendix 2		
9. SUBMISSION CHECKLIST				
<input checked="" type="checkbox"/>	Cover Sheet Form (Appendix 1)	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>	Financials: Affordable Homes (Appendix 2)	Y/N	Developer's Qualifications Statement included	
<input checked="" type="checkbox"/>	Key Construction Elements (Appendix 3)	Y/N	Developers Qualification Statement included with a different NHI Package: Angell - Spencer RFP	
<input checked="" type="checkbox"/>	Development Timetable (Appendix 4)			
<input checked="" type="checkbox"/>	My signature below signifies that I have read the Terms & Conditions as specified in Appendix 6 and that I will abide by those requirements should I be selected as developer under this Request for Proposals			
10. ADDRESS OF OFFEROR		11. Name and Title of Authorized Signatory (Print)		
<u>Jeff Hirsch</u>		<u>Jeff Hirsch - Duly Authorized</u>		
<u>55 Bent St</u>		12. Signature		
<u>Cambridge, MA 02141</u>				
13. Phone Number		14. Offer Date		
<u>617-868-5558</u>		<u>5/22/2020</u>		

APPENDIX 2: DEVELOPMENT FINANCIALS FOR HOLBORN STREET PARCELS AFFORDABLE HOMES

Instructions: Complete all shaded boxes, all other boxes will self-calculate. Refer to Tab 1 For Market-Rate Financials

I. DEVELOPMENT BUDGET

PROPERTY ADDRESS	15-15A Holborn Single Family Type A2	15-15A Holborn Two Family Type B	17 Holborn Single Family Type A3	14-14A Holborn Two Family Type B	ALL This Page
HOUSE MODEL					
GROSS SQUARE FOOTAGE	1,865	2,994	1,684	2,994	9,537
NET SQUARE FOOTAGE	1,432	1,924	1,225	1,924	6,505
1 LAND ACQUISITION	\$100	\$100	\$100	\$100	\$400
CONSTRUCTION					
2 Direct Construction Costs	\$383,400	\$595,700	\$358,100	\$595,700	\$1,932,900
3 Hard Cost Contingency	\$19,170	\$29,785	\$17,905	\$29,785	\$96,645
4 Allocation for potential soil remediation	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
5 Other Contingency	\$0	\$0	\$0	\$0	\$0
6 Subtotal: Construction Expense	\$422,570	\$645,485	\$396,005	\$645,485	\$2,109,545
GENERAL DEVELOPMENT COSTS					
7 Survey/Sting & Permits	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
8 Architect	\$15,000	\$15,000	\$15,000	\$15,000	\$60,000
9 Legal	\$8,000	\$8,000	\$8,000	\$8,000	\$32,000
10 Title & Recording	\$6,000	\$6,000	\$6,000	\$6,000	\$24,000
11 Appraisal	\$1,000	\$1,000	\$1,000	\$1,000	\$4,000
12 Real Estate Taxes	\$1,000	\$1,000	\$1,000	\$1,000	\$4,000
13 Insurance	\$3,000	\$3,000	\$3,000	\$3,000	\$12,000
14 Construction Loan Interest	\$12,000	\$12,000	\$12,000	\$12,000	\$48,000
15 Construction Inspection Fees	\$2,500	\$2,500	\$2,500	\$2,500	\$10,000
16 Utilities & Back Charges	\$2,000	\$2,000	\$2,000	\$2,000	\$8,000
17 Fees to Construction Lender	\$8,000	\$8,000	\$8,000	\$8,000	\$32,000
18 Other:	\$1,000	\$1,000	\$1,000	\$1,000	\$4,000
19 Other:	\$4,000	\$4,000	\$4,000	\$4,000	\$16,000
20 Other:	\$0	\$0	\$0	\$0	\$0
21 Other:	\$0	\$0	\$0	\$0	\$0
22 Soft Cost Contingency	\$4,175	\$4,300	\$4,175	\$4,300	\$16,950
23 Subtotal: General Development	\$87,675	\$90,300	\$87,675	\$90,300	\$355,950
24 DEVELOPER FEE & OVERHEAD	\$63,781	\$91,973	\$60,460	\$91,973	\$216,214
25 TOTAL COST TO BUILD AS SPECIFIED	\$574,126	\$827,858	\$544,240	\$827,858	\$2,774,082
RECOMMENDED COST SAVING REVISIONS TO SPECIFICATIONS¹					
Describe	Savings	Savings	Savings	Savings	Savings
26					\$0
27					\$0
28					\$0
29					\$0

¹ DND may select some or all of these cost-saving measures to enhance financial feasibility. You are encouraged to more fully explain the advantages of your proposed changes on a separate sheet, clearly marked "Cost-Saving Recommendations".

II. CONSTRUCTION FINANCING PLAN

PROPERTY ADDRESS	15-15A Holborn Single Family Type A2	15-15A Holborn Two Family Type B	17 Holborn Single Family Type A3	14-14A Holborn Two Family Type B	ALL This Page
HOUSE MODEL					
30 TOTAL COST TO BUILD (Line 25)	\$574,126	\$827,858	\$544,240	\$827,858	\$2,774,082
31 Construction Loan ¹	\$510,345	\$735,885	\$483,780	\$735,885	\$2,465,895
32 Equity: Deferred Developer Fees/OH	\$63,781	\$91,973	\$60,460	\$91,973	\$308,187
33 Other Equity:	\$0	\$0	\$0	\$0	\$0
34 Other Equity:	\$0	\$0	\$0	\$0	\$0
35 TOTAL CONSTRUCTION FINANCING	\$574,126	\$827,858	\$544,240	\$827,858	\$2,774,082

¹ Part of this construction financing will come from advances of DND subsidy funds during the construction period. Amount of DND funding not yet determined.

APPENDIX 2: DEVELOPMENT FINANCIALS FOR HOLBORN STREET PARCELS AFFORDABLE HOMES

Instructions: No data needed - all boxes will self-calculate

I. COMBINED DEVELOPMENT BUDGET

PROPERTY ADDRESS	15-15A Holborn Single Family Type A2	15-15A Holborn Two Family Type B	17 Holborn Single Family Type A3	14-14A Holborn Two Family Type B	ALL
HOUSE MODEL					
GROSS SQUARE FOOTAGE	1,865	2,994	1,684	2,994	9,537
NET SQUARE FOOTAGE	1,432	1,924	1,225	1,924	6,505
1 LAND ACQUISITION	\$100	\$100	\$100	\$100	\$400
CONSTRUCTION					
2 Direct Construction Costs	\$383,400	\$595,700	\$358,100	\$595,700	\$1,932,900
3 Hard Cost Contingency	\$19,170	\$29,785	\$17,905	\$29,785	\$96,645
4 Allocation for potential soil remediation	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
5 Other Contingency	\$0	\$0	\$0	\$0	\$0
6 Subtotal: Construction Expense	\$422,570	\$645,485	\$396,005	\$645,485	\$2,109,545
GENERAL DEVELOPMENT COSTS					
7 Survey/Sting & Permits	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
8 Architect	\$15,000	\$15,000	\$15,000	\$15,000	\$60,000
9 Legal	\$8,000	\$8,000	\$8,000	\$8,000	\$32,000
10 Title & Recording	\$6,000	\$6,000	\$6,000	\$6,000	\$24,000
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12 Real Estate Taxes	\$1,000	\$1,000	\$1,000	\$1,000	\$4,000
13 Insurance	\$3,000	\$3,000	\$3,000	\$3,000	\$12,000
14 Construction Loan Interest	\$12,000	\$12,000	\$12,000	\$12,000	\$48,000
15 Construction Inspection Fees	\$2,500	\$2,500	\$2,500	\$2,500	\$10,000
16 Utilities & Back Charges	\$2,000	\$2,000	\$2,000	\$2,000	\$8,000
17 Fees to Construction Lender	\$8,000	\$8,000	\$8,000	\$8,000	\$32,000
18 Other:	\$1,000	\$1,000	\$1,000	\$1,000	\$4,000
19 Other:	\$4,000	\$4,000	\$4,000	\$4,000	\$16,000
20 Other:	\$0	\$0	\$0	\$0	\$0
21 Other:	\$0	\$0	\$0	\$0	\$0
22 Soft Cost Contingency	\$4,175	\$4,300	\$4,175	\$4,300	\$16,950
23 Subtotal: General Development	\$87,675	\$90,300	\$87,675	\$90,300	\$355,950
24 DEVELOPER FEE & OVERHEAD	\$63,781	\$91,973	\$60,460	\$91,973	\$216,214
25 TOTAL COST TO BUILD AS SPECIFIED	\$574,126	\$827,858	\$544,240	\$827,858	\$2,774,082
RECOMMENDED COST SAVING REVISIONS TO SPECIFICATIONS¹					
Describe	Savings	Savings	Savings	Savings	Savings
26					\$0
27					\$0
28					\$0
29					\$0

¹ DND may select some or all of these cost-saving measures to enhance financial feasibility. You are encouraged to more fully explain the advantages of your proposed changes on a separate sheet, clearly marked "Cost-Saving Recommendations".

II. CONSTRUCTION FINANCING PLAN

PROPERTY ADDRESS	15-15A Holborn Single Family Type A2	15-15A Holborn Two Family Type B	17 Holborn Single Family Type A3	14-14A Holborn Two Family Type B	ALL
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31 Construction Loan ¹	\$510,345	\$735,885	\$483,780	\$735,885	\$2,465,895
32 Equity: Deferred Developer Fees/OH	\$63,781	\$91,973	\$60,460	\$91,973	\$308,187
33 Other Equity:	\$0	\$0	\$0	\$0	\$0
34 Other Equity:	\$0	\$0	\$0	\$0	\$0
35 TOTAL CONSTRUCTION FINANCING	\$574,126	\$827,858	\$544,240	\$827,858	\$2,774,082

¹ Part of this construction financing will come from advances of DND subsidy funds during the construction period. Amount of DND funding not yet determined.

APPENDIX 3: Hard Costs- HOLBORN STREET PARCELS AFFORDABLE HOMES Affordable Homes

PROPERTY	15-15A Holborn	15-15A Holborn	17 Holborn	14-14A Holborn	TOTAL
HOUSE MODEL	Single Family Type A2	Two Family Type B	Single Family Type A3	Two Family Type B	All Affordable
GROSS SQUARE FOOTAGE	1865	2994	1684	2994	9,537
NET SQUARE FOOTAGE	1432	1924	1225	1924	6,505
DIVISION 2: SITEWORK					
1 Earthwork-Excavation & Backfill	\$40,000	\$55,000	\$40,000	\$55,000	\$190,000
2 Utilities-Water,Gas, Electric, Phone, Cable	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
3 Paving	\$0		\$0		\$0
4 Road and Walks	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
5 Site Improvements/Retaining Walls	\$15,000	\$0			\$15,000
6 Geotechnical Conditions	\$5,000	\$5,000	\$5,000	\$5,000	\$20,000
7 Landscaping	\$5,000	\$5,000	\$5,000	\$5,000	\$20,000
8 Environmental Remediation					\$0
9 Demolition					\$0
Fencing & Window guards	\$15,000	\$15,000	\$15,000	\$15,000	\$60,000
10 Other On-Site Improvements	\$30,000	\$50,000	\$30,000	\$50,000	\$160,000
11 Subtotal: Sitework	\$140,000	\$160,000	\$125,000	\$160,000	\$585,000
DIVISION 3: CONCRETE					
12 Subtotal: Concrete	\$18,000	\$22,000	\$18,000	\$22,000	\$80,000
DIVISION 4: MASONRY					
13 Subtotal Masonry	\$0	\$0	\$0	\$0	\$0
DIVISION 5: METALS					
14 Subtotal: Metals	\$0	\$0	\$0	\$0	\$0
DIVISION 6: CARPENTRY					
15 Rough Carpentry	\$40,000	\$125,000	\$30,000	\$125,000	\$320,000
16 Finish Carpentry & Millwork	\$10,000	\$15,000	\$10,000	\$15,000	\$50,000
17 Cabinets	\$10,000	\$20,000	\$10,000	\$20,000	\$60,000
18 Subtotal: Carpentry	\$60,000	\$160,000	\$50,000	\$160,000	\$430,000
DIVISION 7: THERMAL & MOISTURE PROTECTION					
19 Dampproofing & Waterproofing	\$3,000	\$3,000	\$3,000	\$3,000	\$12,000
20 Building Insulation	\$10,000	\$15,000	\$10,000	\$15,000	\$50,000
21 Roofing	\$19,000	\$19,000	\$19,000	\$19,000	\$76,000
22 Sheet Metal & Flashing	\$5,000	\$5,000	\$5,000	\$5,000	\$20,000
23 Exterior Siding	\$25,000	\$31,000	\$20,000	\$31,000	\$107,000
24 Subtotal: Thermal & Moisture Protection	\$62,000	\$73,000	\$57,000	\$73,000	\$265,000
Division 8: DOORS & WINDOWS					
25 Doors, Frames & Hardware	\$8,500	\$20,000	\$8,500	\$20,000	\$57,000
26 Windows	\$8,900	\$20,000	\$8,900	\$20,000	\$57,800
27 Glazing	\$0		\$0		\$0
28 Subtotal: Doors & Windows	\$17,400	\$40,000	\$17,400	\$40,000	\$114,800
DIVISION 9: FINISHES					
29 Gypsum Wall Board & Plaster	\$20,000	\$25,000	\$18,000	\$25,000	\$88,000
30 Tile	\$1,000	\$3,000	\$1,000	\$3,000	\$8,000
31 Wood Flooring	\$7,000	\$20,000	\$7,000	\$20,000	\$54,000
32 Painting	\$8,000	\$16,000	\$8,000	\$16,000	\$48,000
33 Subtotal: Finishes	\$36,000	\$64,000	\$34,000	\$64,000	\$198,000
DIVISION 10: SPECIALTIES					
34 Subtotal: Specialties	\$0	\$0	\$0	\$0	\$0
DIVISION 11: Equipment					
35 Appliances	\$6,000	\$12,000	\$12,000	\$12,000	\$42,000
36 Special Equipment					\$0
37 Subtotal: Equipment	\$6,000	\$12,000	\$12,000	\$12,000	\$42,000
DIVISION 12: FURNISHING					
38 Window Treatments	\$500	\$1,200	\$1,200	\$1,200	\$4,100
39 Other Furnishings					\$0
40 Subtotal: Furnishing	\$500	\$1,200	\$1,200	\$1,200	\$4,100
DIVISION 13: SPECIAL CONSTRUCTION					
41 Subtotal: Special Construction * Additional Laundry Per DND	\$1,500	\$1,500	\$1,500	\$1,500	\$6,000
DIVISION 14: CONVEYING SYSTEMS					
42 Subtotal: Conveying Systems	\$0	\$0	\$0	\$0	\$0
DIVISION 15: MECHANICAL					
43 HVAC	\$17,000	\$17,000	\$17,000	\$17,000	\$68,000
44 Plumbing & Hot Water	\$13,000	\$25,000	\$13,000	\$25,000	\$76,000
45 Fire Protection	\$0		\$0		\$0
46 Subtotal : Mechanical	\$30,000	\$42,000	\$30,000	\$42,000	\$144,000
DIVISION 16: ELECTRICAL					
47 Subtotal: Electrical	\$12,000	\$20,000	\$12,000	\$20,000	\$64,000
48 TOTAL COST TO BUILD AS SPECIFIED	\$383,400	\$595,700	\$358,100	\$595,700	\$1,932,900

Appendix 4: Development Timetable

With an increasing need for additional new affordable homeownership housing in Boston, there is an urgency to start construction on NHI developments. DND will make available any existing surveys and environmental testing, site plans, zoning information, and CAD files of home designs (which have been reviewed by the community) in an effort to accelerate the predevelopment period. DND will also assist the designated developer with the community process and zoning board of appeals (if required) in order to streamline the permitting process. Therefore, DND has established a development schedule for the project that must be adhered to:

Presentation by Preferred Developer at Community Meeting	3 weeks from Application Due Date
Submission to PFC by DND for Developer Designation.	2 months from Application Due Date
Application to Inspectional Services Department:	2 months from Developer Designation
If ZBA:	3 months from ISD App.
Permits:	2 months from ZBA approval
Bank Commitment:	4 months (or 8 months if ZBA) from Developer Designation Date
DND and Bank Project Closing:	6 months (or 10 months if ZBA) from Developer Designation Date
Start Construction:	6 months (or 10 months if ZBA) from Developer Designation Date

Appendix 5: General Project Requirements

The following General Project Requirements are required of all Neighborhood Homes developments.

1. STATUTORY COMPLIANCE REQUIREMENTS:

All purchasers of real estate from DND must be in compliance with the following statutory requirements:

Tax Delinquency Review. The City of Boston Collector-Treasurer's Office will conduct a review of the selected Applicant's property tax history. The selected Applicant cannot be delinquent in the payment of taxes on any property owned within the City of Boston. The selected Applicant must cure any such delinquency prior to the conveyance of the Property. If the selected Applicant has been foreclosed upon by the City of Boston for failure to pay property taxes, then said Applicant will be deemed ineligible for conveyance of the Property offered pursuant to this RFP, unless such Applicant promptly causes the decree(s) or judgment(s) of foreclosure to be vacated by the Land Court and the City made whole. DND, in its sole discretion, shall determine the timeliness of the selected Applicant's corrective action in this regard and will disqualify the Applicant if vacating the tax-title foreclosure is not prosecuted expeditiously and in good faith, so as to avoid undue delay.

Water and Sewer Review. The City of Boston Water and Sewer Commission will conduct a review of the selected Applicant's water and sewer account(s). The selected Applicant cannot be delinquent in the payment of water and sewer charges on any property owned within the City of Boston and, if found to be delinquent, must cure such delinquency prior to a vote request to the Public Facilities Commission for conveyance of the Property.

Property Portfolio Review. The City will review the selected Applicant's portfolio of property owned to ascertain whether there has/have been abandonment, Inspectional Services Department (ISD) code violations or substantial disrepair. If unacceptable conditions exist in the selected Applicant's property portfolio, DND may deem the selected Applicant ineligible for conveyance of the Property.

Prior Participation Review. The City will review the Applicant's prior participation in any City of Boston programs, including DND programs, to ascertain Applicant's previous performance. Applicants found to have not fulfilled their duties or obligations under previous agreement with the City may be deemed to be ineligible for conveyance of the Property.

Employee Review. Neither the Applicant, nor any of the Applicant's immediate family, nor those with whom s/he has business ties may be currently, or have been within the last twelve (12) months, an employee, agent, consultant, officer, or an elected official of the City of Boston, including DND. An "immediate family member" shall include parents, spouse, siblings or children, irrespective of their place of residence. Any Applicant who fails to satisfy this requirement may be deemed to be ineligible for conveyance of the Property.

Equal Opportunity Housing. The City administers its programs in accordance with federal, state and local equal opportunity and fair housing laws, regulations and requirements. This includes affirmatively advertising and providing equal access to information regarding housing and development opportunities. The Boston Fair Housing Commission will screen all Applicants. Any Applicant who fails to satisfy this requirement may be deemed to be ineligible for conveyance of the Property.

2. OFFER PRICE.

The minimum acceptable offer price for the property is \$100 per parcel. Religious Organizations – In accordance with Massachusetts Constitution religious organizations must pay 100% of the appraised value of the any public property as established by a qualified appraiser.

3. TITLE.

While DND has conducted title examinations of the properties, DND makes no warranty or representations as to the accuracy of such reports and recommends that Applicants conduct their own title examinations.

4. SURVEYS.

When available, DND will provide complete predevelopment site surveys to the selected developer including property line, utility and topographical information. The surveyor will be authorized to reissue the complete survey to the selected developer.

5. MISCELLANEOUS FEES.

Applicants are responsible for budgeting for all miscellaneous fees, including fees at the Department of Public Works, Boston Water and Sewer Commission, Inspectional Services Department, as appropriate. These fees should be included in the budgets for the affordable and market rate homes.

6. PROJECT MANAGEMENT

Performance under this Request for Proposals will be closely coordinated with the Project Manager and any other staff member designated by DND. Questions pertaining to requests for technical guidance and direction should be directed to the assigned Project Manager, or other designated DND representative. However, such DND representative(s) will only provide necessary background information and guidance; they will under no circumstances change the terms and conditions of this engagement. The Successful Applicant will confirm all scheduled project milestones with DND prior to initiating work.

7. APPLICANT'S DESIGNATED REPRESENTATIVE.

The Successful Applicant shall designate qualified representatives as point of contact to assist DND as needed throughout the engagement. Names, phone numbers, and e-mail addresses of proposed representatives are to be listed in the proposal.

8. TIMELY DEVELOPMENT.

The Successful Applicant will produce an appropriate plan of development that satisfies the City's needs within specified time frames. If the Property has not been developed according to the proposal specifications and sold to a homebuyer within two (2) years, DND may choose to grant additional time for performance or to rescind the contract, at its discretion. The determination of whether services were performed satisfactorily is at the sole discretion of DND.

9. PROPERTY MANAGEMENT.

The Successful Applicant will be ultimately responsible for the condition of the property. They must take any steps necessary to keep the property free of trash, debris, and snow.

10. FAIR HOUSING.

DND administers its development programs in accordance with federal, state and local equal opportunity and fair housing laws, regulations and requirements. This includes affirmatively furthering fair housing and providing equal access to information about development opportunities. Pursuant to this policy, all NHI homes will be affirmatively marketed in accordance with the NHI Blanket Affirmative Marketing Plan.

11. BOSTON JOBS & LIVING WAGE ORDINANCE.

If the Successful Applicant is a for-profit firm with 25 or more full time employees, or a non-profit firm with 100 or more employees, you will be required to make best efforts to adhere to the Boston Jobs and Living Wage Ordinance, and the provisions of the Promulgated Regulations, including the "First Source Hiring Agreement" provisions of said Ordinance.

Appendix 6: Terms & Conditions

The City, acting by and through its Public Facilities Commission by the Director of DND, is soliciting proposals for the acquisition of, and funding for, the properties located in the Roxbury area. The City will award a contract to the highest-rated, most advantageous proposal based on the above-listed criteria.

DND will review and evaluate proposals promptly after the submission deadline specified on the Proposal Cover Page.

DND reserves the right to award contracts to multiple Applicants, to reject any or all proposals, to waive any informality in the proposal process, or to cancel in whole, or in part, this solicitation if it is in the best interest of the City to do so. A proposal may be rejected if it is incomplete, illegible, or conditional. An acceptable offer will not include conditional requirements, such as:

- Altering the square footage of the Property;
- Proposing a use for the Property beyond mixed-income housing; or
- Proposing a use for the Property that does not benefit the residents of Boston.

DND reserves the right to obtain opinion of Counsel regarding the legality and sufficiency of proposals. The contract will be awarded, if at all, to the responsive, responsible Applicant(s) that receive the highest overall composite rating in the evaluation process.

Assumption of Risk. The City accepts NO financial responsibility for costs incurred by Applicants in responding to this Request for Proposals. Applicants are responsible for any and all risks and costs incurred in order to provide the City with the required submission.

Public Property. Proposals submitted to DND will become property of the City. After opening, all proposals become public documents and are subject to the requirements of the Massachusetts Public Records Law (M.G.L. c. 4, § 7(26)).

Terms of Sale. After a final proposal has been selected, the Successful Applicant will be contacted by DND to finalize the terms of the sale. The terms of the sale will and MUST be consistent with this Request for Proposals, including the advertised purchase price and Project Requirements.

“As Is” Conveyance. DND will convey the property in “AS IS CONDITION” without warranty or representation as to the status or quality of title. The Successful Applicant/Buyer shall, to the fullest extent permitted by law, assume any and all liability for environmental remediation and removal of soils pursuant to Chapter 21E of the Massachusetts General Laws. Finally, any and all site improvements, such as utility connections and/or street repairs, are the responsibility of the Successful Applicant.

Negotiations. DND reserves the right to negotiate for changes to the selected proposal. These negotiations may encompass values described in the Request for Proposal, as well as values and items identified during the Request for Proposal and negotiation process. On the basis of these negotiations, DND may decline to sell the property even after the selection process is complete and negotiations have begun.

Closing. The Successful Applicant must execute a Purchase and Sales Agreement and then close on the sale within ninety (90) days of the date of execution, unless otherwise agreed upon (in writing) by DND. Failure to comply with the obligations of closing may result in the rescission of any prior agreement(s) with DND regarding the Property.

Restrictions on Transfer. All properties sold under the Neighborhood Home Initiative will have a deed restriction requiring owner-occupancy. Homes that are designated as “affordable” will also have a 50-year deed rider and mortgage on the end homebuyer that requires owner-occupancy, prohibits condominium conversion, and limits future resale prices. The Successful Applicant will only be permitted to transfer the property to a homebuyer under

terms specified by DND. Any other transfer or failure to fulfill the development requirements specified by DND will trigger a reversionary clause in the deed, automatically transferring title of the Property back to DND.

Payment. Unless otherwise agreed in writing between DND and the Selected Developer, DND requires payment in full by a treasurer's or cashier's check, for the full purchase price at the time that the property is conveyed. In addition, the Selected Developer will be responsible for making a pro forma tax payment, as well as paying all recording and registration fees including, but not limited to, the cost of recording the Deed and conveyance documents at the Suffolk County Registry of Deeds.

Reservation of Rights. DND reserves the right to postpone or withdraw this RFP; to accept or reject any and all proposals; to modify or amend the terms of this RFP through an addendum; to waive any informality, and to interview, question and/or hold discussions regarding the terms of any proposal received in response to this RFP. DND reserves the right to cancel a sale for any reason. DND reserves the right to select the next highest ranked proposal, if the initially Successful Applicant is unable to proceed in a timely manner or otherwise fails to satisfactorily perform. DND reserves the right to waive any requirement or restriction set forth in this RFP or conveyance documents, if such waiver is deemed appropriate by DND, in its sole discretion.

Changes to Program. DND reserves the right to change aspects of the development program outlined in this RFP, using its best judgment as to the needs of the program and the furtherance of its mission, provided that the rights of the Applicants are not prejudiced.

NEIGHBORHOOD HOMES INITIATIVE

DEVELOPER QUALIFICATIONS STATEMENT FOR THE HOLBORN NEIGHBORHOOD HOMES OFFERING



CITY OF BOSTON
Department of Neighborhood Development
Martin J. Walsh, Mayor
Sheila A. Dillon, Director



AFFIDAVIT OF ELIGIBILITY FORM

Developer's Name: The Boston Partnership For Community Reinvestment

Any person submitting an application for under this RFP must truthfully complete this Affidavit and submit it with their application.

1. Do any of the principals owe the City of Boston any monies for incurred real estate taxes, rents, water and sewer charges or other indebtedness?
NO

2. Are any of the principals employed by the City of Boston? If so, in what capacity? (Please include name of principal, name of agency or department, and position held in that agency or department).
NO

3. Were any of the principals ever the owners of any property upon which the City of Boston foreclosed for his/her failure to pay real estate taxes or other indebtedness?
NO

5. Have any of the principals ever been convicted of any arson-related crimes, or currently under indictment for any such crime?
NO

6. Have any of the principals been convicted of violating any law, code, statute or ordinance regarding conditions of human habitation within the last three (3) years?
NO

Signed under the pains and penalties of perjury this

20 day of May, 2020

SIGNATURE:  _____

TITLE: Jeff Hirsch duley authorized

ORGANIZATION: Boston Partnership for Community Reinvestment, LLC

ADDRESS: 55 Bent St Cambridge MA 02141

City of Boston (COB) – Property Affidavit Form

Instructions: List all City of Boston properties currently owned, or previously foreclosed upon for failure to pay real estate taxes or other indebtedness, by the applicant or by any other legal entity in which the applicant has had or now has an ownership or beneficial interest. If there are any past due amounts owed to the Department of Neighborhood Development, the Inspectional Services Department, the Treasury Department and/or the Boston Water and Sewer Commission, such **must be paid in full** before: (1) a vote request can be presented to the City of Boston Public Facilities Commission concerning the sale of property to the applicant or any other business entity in which the applicant has an ownership or beneficial interest; OR (2) the commitment of funding to the applicant or any other business entity in which the applicant has an ownership or beneficial interest. Public Facilities Commission votes are not to be requested until the Property Affidavit has been approved and the Legal Unit has signed the Property Clearance Form.

Upon approval, the Property Affidavit will be valid for ninety (90) calendar days from the date it is signed by the Applicant.

For any additional properties that do not fit on this form, attach a spreadsheet. Do not use another property affidavit form. Only one signature page is to be submitted. All entries made on this form must be typed in the form fields provided below.

Applicant: Boston Partnership for Community Reinvestment, LLC

List Addresses of Boston Properties Owned:	PARCEL ID NUMBER
N/A	N/A
Boston Properties Previously Foreclosed Upon by COB:	PARCEL ID NUMBER
N/A	

I declare under pains and penalties of perjury that the foregoing representations are true, accurate, complete and correct in all respects.

Jeff Hirsch - Duly Authorized

5/22/20

Print Name and Title

Authorized Representative's Signature

Date

55 Bent St. Cambridge MA 02141

617-868-5558

Applicant Contact (If different from above)

Telephone Number

OFFICIAL USE ONLY (Fax the completed form to DND at 635-0262. Delinquency Reported: (If Yes (Y) state the amount owed):

Boston Water & Sewer Commission

Y \$ _____ N

Signature and Date: _____

Notes: _____

Department of Neighborhood Development

Y \$ _____ N

Signature and Date: _____

Notes: _____

Public Works Department

Y \$ _____ N

Signature and Date: _____

Notes: _____

Treasury Department

Y \$ _____ N

Signature and Date: _____

Notes: _____

DND Contact

Division

Program

Phone: ext.

Conflict of Interest Affidavit Form

The undersigned hereby certifies, under the pains and penalties of perjury, that neither they, nor those with whom they have business ties, nor any immediate family member of the undersigned, is currently or has been within the past twelve months, an employee, agent, consultant, officer or elected or appointed official of the City of Boston Department of Neighborhood Development. For purposes of this affidavit "immediate family member" shall include parents, spouse, siblings, or children, irrespective of their place of residence.

I declare under penalties of perjury that the foregoing representations are true, correct, accurate, complete and correct in all respects.

WITNESS:

BORROWER:



Jeff Hirsch
duly authorized by
The Boston Partnership For Community Reinvestment, LLC

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

_____ 20__

Then personally appeared the above named _____, (title) of (organization) and executed the foregoing instrument and acknowledged the foregoing instrument to be (his/her) free act and deed as (title) aforesaid and the free act and deed of (organization), before me.

Name:
Notary Public

My Commission Expires:



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION ● (617) 918-5236

BENEFICIARY AFFIDAVIT

Any for-profit Beneficiary who employs at least 25 full-time equivalents (FTEs) or any not-for-profit Beneficiary who employs at least 100 FTEs who has been awarded assistance of \$100,000 or more from the City of Boston must comply with the **First Source Hiring Agreement** provisions of the Boston Jobs and Living Wage Ordinance.

If you are submitting a request for proposal, request for qualification, or invitation for bid, or negotiating a loan, grant, or other financial assistance that meets the above criteria, you must submit this affidavit along with your proposal. If you believe that you are exempt from the First Source Hiring Agreement provisions of the Boston Jobs and Living Wage Ordinance, complete Part 4: Exemption From First Source Hiring Agreement Provisions, or if you are requesting a general waiver, please complete Part 5: General Waiver Reason(s).

IMPORTANT: Please print in ink or type all required information. Assistance in completing this form may be obtained by calling the Living Wage Administrator, the Living Wage Division of the Office of Workforce Development, telephone: (617) 918-5236.

PART 1: BENEFICIARY OF ASSISTANCE INFORMATION:

Name of Beneficiary: _____

Contact person: _____

Address: _____
Street City Zip

Telephone #: _____ E-Mail: _____

PART 2: ASSISTANCE INFORMATION:

Name of the program or project under which the assistance is being awarded:

City of Boston awarding department: _____

Bid or proposal amount: \$ _____

Date assistance documents executed: _____ Award end date: _____

Duration of award: 1 year 2 years 3 years Other: _____ (years)

PART 3: ADDITIONAL INFORMATION

Please answer the following questions regarding your company or organization:

1. Your company or organization is: *check one*:

- For Profit
- Not For Profit

2. Total number of employees whom you employ: _____

3. Total number of employees who will be assigned to work on the above-stated award: _____

4. Do you anticipate hiring any additional employees?

- Yes
- No

If yes, how many additional FTEs do you plan to hire? _____

PART 4: EXEMPTION FROM FIRST SOURCE HIRING AGREEMENT PROVISIONS OF THE BOSTON JOBS AND LIVING WAGE ORDINANCE

Any Beneficiary who qualifies may request an exemption from the First Source Hiring Agreement provisions of the Boston Jobs and Living Wage Ordinance by completing the following:

I hereby request an exemption from the First Source Hiring Agreement provisions of the Boston Jobs and Living Wage Ordinance for the following reason(s): Attach any pertinent documents to this application to prove that you are exempt. Please check the appropriate box(es) below:

- The construction contract awarded by the City of Boston is subject to the state prevailing wage law; or
- Assistance awarded to youth programs, provided that the award is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; or
- Assistance awarded to work-study or cooperative educational programs, provided that the assistance is for stipends to students in the programs; or
- Assistance awarded to vendors who provide services to the City and are awarded to vendors who provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City-funded positions.

Please give a full statement describing in detail the reasons you are exempt from the First Source Hiring Agreement provisions the Boston Jobs and Living Wage Ordinance (attach additional sheets if necessary):

PART 5. GENERAL WAIVER REASON(S)

I hereby request a general waiver from the First Source Hiring Agreement provisions of the Boston Jobs and Living Wage Ordinance. The application of the First Source Hiring Agreement to my assistance violates the following state or federal statutory, regulatory or constitutional provision(s).

State the specific state or federal statutory, regulatory or constitutional provision(s), which makes compliance with the First Source Hiring Agreement unlawful:

GENERAL WAIVER ATTACHMENTS:

Please attach a copy of the conflicting statutory, regulatory or constitutional provision(s) that makes compliance with this ordinance unlawful.

Please give a full statement describing in detail the reasons the specific state or federal statutory, regulatory or constitutional provision(s) makes compliance with the First Source Hiring Agreement unlawful (attach additional sheets if necessary):

PART 6: BENEFICIARY OF ASSISTANCE AFFIDAVIT:

I, (print or type) Jeff Hirsch, the Beneficiary, certify and swear/affirm that the information provided on this **Beneficiary Affidavit** is true and within my own personal knowledge and belief.

Signed under the pains and penalties of perjury.

SIGNATURE:  DATE: 5/22/2020

TITLE: duly authorized by The Boston Partnership For Community Reinvestment, LLC

CHAPTER 803 DISCLOSURE STATEMENT FORM

In compliance with Chapter 60, Section 77B of the Massachusetts General Laws as amended by Chapter 803 of the Acts of 1985, I hereby certify that I have never been convicted of a crime involving the willful and malicious setting of a fire or of a crime involving the fraudulent filing of a claim for fire insurance; nor am I delinquent in the payment of real estate taxes in the City of Boston, or being delinquent, an application for the abatement of such tax is pending or a pending petition before the appellate tax board has been filed in good faith.

This statement is made under the pains and penalties of perjury this 22 day
of May, 2020
Month Year



Proposer Signature

Jeff Hirsch
duly authorized by
The Boston Partnership For Community Reinvestment, LLC

Co-Proposer Signature (If Applicable)