ENTERPRISE COMMUNITY PARTNERS, INC.
REQUEST FOR QUALIFICATIONS
New York State Preservation Opportunity Program
February 2020

PURPOSE

Enterprise Community Partners, Inc. (Enterprise) has initiated a Request for Qualifications (RFQ) process to solicit affordable housing development consultants for the New York State Preservation Opportunity Program (NYSPOP). The NYSPOP is designed to support local jurisdictions (municipalities and counties) and public housing authorities (collectively, the “Grantees”) to develop a preservation plan for a specific portfolio of affordable housing. This RFQ is to establish a group of qualified consultants who can assist the Grantees with their preservation planning efforts. The consultants’ work will be directly contracted by Enterprise. All interested consultants are strongly advised to review this document carefully in order understand the full scope of NYSPOP.

OVERVIEW

Enterprise seeks consultants who are

- Housing development consultants familiar with financing options for preservation of existing affordable housing financed in New York State (excluding New York City) and/or recapitalization of public housing portfolios. Selected consultants will provide in-depth technical assistance to one or more local jurisdictions and/or public housing authorities to develop a preservation plan for a specific portfolio or inventory on behalf of Grantees.
- Eligibility for applying would be consultants with demonstrated expertise and success in NYS funding of affordable housing preservation, as identified in the NYS Preservation Opportunity Program RFP.
- NYS-POP Program Period: April 2020 through October 2021
- Period of Performance: Consultants will be retained for to-be-determined periods during the NYSPOP Program Period.
Contents
About Enterprise ................................................................. 3
Project Overview ............................................................... 3
Scope of Work and Deliverables ........................................ 4
Fee Schedule .................................................................... 6
RFQ Submission Requirements ........................................... 6
Selection Criteria ............................................................... 7
Submission Instructions ..................................................... 8
Small Businesses, Minority-Owned Firms, and Women’s Business Enterprises ........................................... 8
Confidentiality .................................................................. 8
Notification of Selection and Timeline ................................ 8
Conflict of Interest ............................................................ 9
Attachments ................................................................... 9
About Enterprise

Enterprise is a well-established national nonprofit that improves communities and people’s lives by making well-designed homes affordable. We bring together nationwide know-how, partners, policy leadership and investment to multiply the impact of local affordable housing development. Since 1982, Enterprise has created or preserved 585,000 affordable and workforce/market rate homes and invested $43.6 billion. Our work has touched millions of lives and helped connect people and communities to opportunity nationwide.

Enterprise is committed to ensuring access to quality homes that are safe, stable and affordable. We invest capital to create and preserve quality affordable homes, reinvest revenues to develop programmatic solutions, and scale these solutions through policy change.

Project Overview

New York State is home to a vast array of affordable housing, including federally, state and locally assisted multifamily rentals, public housing, Low Income Housing Tax Credit and rural rentals that are both USDA and state supported. NYSPOP is a $12 million program to support local housing agencies and authorities outside of NYC to develop strategic preservation plans for properties that are distressed, at-risk and/or with expiring regulatory agreements that have been publicly assisted. Enterprise will provide technical resources and funding for up to 20 Grantees (local jurisdictions, municipalities, counties, and housing authorities). NYSPOP will support Grantees to work with consultants to assess portfolio needs and develop preservation plans for targeted portfolios. Consultants may also be asked to develop broader jurisdiction-wide preservation plans for Grantees without existing affordable housing preservation strategies.

Enterprise seeks consultants to create preservation plans for the selected Grantees. Enterprise will then provide a pre-qualified list of housing development consultants to the Grantees for the Grantees to select which consultants should be engaged for the Grantee’s work. Each consultant selected to match with a Grantee (or Grantees) will enter into a contract agreement directly with Enterprise.

The scope of work for each consultant (the “Consultant Scope of Work”) will be primarily to assist the Grantee(s) to develop a preservation plan, including timeline for refinancing and additional resources to implement the preservation plan.

The strategic preservation plan will be developed in consultation with Enterprise and will be subject to Enterprise’s approval.

The contract agreements with Enterprise will be based on fixed priced consultant fees up to $75,000 excluding pass-through sub-consultant costs per grantee. Selected consultants will be expected to provide quarterly reporting with bi-monthly check in calls with Enterprise and the Grantee(s).

See Appendix A for a copy of the Terms and Conditions that will be part of the contract agreement with Enterprise. The terms are non-negotiable.
Eligibility and Qualifications

Eligible applicants must document and demonstrate a proven track record of successfully winning and completing funding awards within the past 5 years with New York State’s Division of Housing and Community Renewal for financing preservation of affordable housing and/or appropriate public/private financing appropriate to the portfolio inventory identified in NYS Preservation Opportunity Program RFP.

Scope of Work and Deliverables

Scope of Work

- Provide technical assistance to matched Grantee(s) to develop strategic preservation plans and priorities for their identified portfolio(s)/inventory that could range from privately-owned publicly assisted rental housing, portfolio owned by a local public housing authority whether federally and/or state assisted, a target set of buildings with common ownership, a portfolio throughout the jurisdiction with a common financing source, or a target neighborhood or geography with a mixed inventory financed with varying sources and programs (from rural USDA 515, maturing low income housing tax credit rentals and public housing).
- Provide technical assistance to Grantee(s) to better understand public and private financing options and regulatory levers for their preferred preservation strategies.
- The consultants will provide a high-level portfolio assessment and work with the grantee to complete a preliminary preservation plan with priorities which will be reviewed and approved by Enterprise.
- After completing this 1st stage, Grantees are eligible to apply for up to $500,000 in early investments to execute on targeted preservation strategies. Consultant will assist Grantee(s) to prioritize the best allocation of those early investments and to determine available financing options for recapitalization of the Grantee’s portfolio. To achieve this goal, consultant will provide the following services:
  1. Work with Grantee(s) and Enterprise to select appropriate third parties (such as providers of Physical Needs Assessments or appraisers) and directly subcontract with such approved third-party providers. (The costs of the third-party providers will be included in the consultant’s budget under the contract agreement with Enterprise and will be reimbursed by Enterprise.)
  2. Present results of third-party provider reports and results to identify, determine and/or refine preservation plans and recommendations for refinancing options.
- Support Grantee(s) to finalize the preservation plan, including timeline for refinancing and additional resources needed to prepare for next steps.
**Deliverables & Timeline**

All required services will be provided and completed during the NYSPOP program period of April 2020 to October 2021. Consultants are to be matched with Grantee(s) by the 2\textsuperscript{nd} quarter of 2020, with the contract agreements finalized with Enterprise at that time.

The Consultant Scope of Work (creating a finalized Grantee preservation plan, timeline, and budget) to be completed by 3\textsuperscript{rd} quarter of 2021. The preservation plan should include but not be limited to the following components, in accordance with the deliverable timelines as noted:

1. **Initial high-level assessment to be completed by end of 3\textsuperscript{rd} quarter of 2020:**
   - Identify inventory—outline and support Grantee to research related stakeholders (ownership entities, existing financing partners, regulatory and/or other covenants with associated agencies)
   - Priority assessment for preservation (context of market, affordability and need)
   - Assess characteristics of portfolio
   - Assess advantages and challenges to recapitalize
   - Identify and assess additional critical information needed to refine refinancing options
   - Provide recommendations for budget and third parties to provide additional data that will inform the finalizing of refinancing options

2. **Assist Grantee to submit budget/proposal and recommendations for third parties for early predevelopment funds by 4\textsuperscript{th} quarter of 2020.**

3. **Assist Grantee to select, develop scopes of work and review reports from third parties.** Consultant should contract with third parties by the beginning of the 2\textsuperscript{nd} quarter of 2021. Third parties should be vetted to document and demonstrate they have had successful track record of completing related scopes that have met the standards of public and private lending in New York State and meet test for reasonable costs recognized by them. All third parties will be subject to the applicable provisions of the attached Terms and Conditions.

4. **Finalize preservation plan with finance option(s) for preservation and priorities and suggested timeline by 3\textsuperscript{rd} quarter of 2021.**
Consultants’ Fee Schedule for each Grantee
A fixed fee for consultant services not to exceed $75,000 for each Grantee unless separately agreed to on a case-by-case basis where multiple jurisdictions/portfolios may warrant additional consideration. Consultants working with multiple Grantees/portfolios will likely receive a fee greater than $75,000 but no more than $75,000 for each Grantee.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial high-level assessment to be completed by end of 3rd quarter of 2020. Provide technical assistance and/or resources to Grantee(s) to better understand public and private financing options and regulatory levers.</td>
<td>Up to $15,000</td>
</tr>
<tr>
<td>Assist Grantee(s) to submit budget/proposal and recommendations for third parties for early predevelopment funds by 4th quarter of 2020.</td>
<td>Up to $10,000</td>
</tr>
<tr>
<td>Assist Grantee(s) to select, develop scopes of work and review reports from third parties and contract with third parties by 2nd quarter of 2021.*</td>
<td>Up to $20,000</td>
</tr>
<tr>
<td>Finalize preservation plan with finance option(s) for preservation and priorities and suggested timeline by 3rd quarter of 2021.</td>
<td>Up to $30,000</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>Up to $75,000</strong></td>
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</tbody>
</table>

* As third-party providers are identified, Enterprise will modify the consultant’s contract to incorporate the costs of the third parties.

RFQ Submission Requirements
Interested consultants are encouraged to submit a response to this RFQ for the above work scope and deliverables. Responses are limited to four (4) pages of substantive content, directly addressing the criteria outlined below. Resumes and other background information should be attached as addenda. Responses should include the following materials:

a. Cover letter on company letterhead (should include the name, title, address, telephone number, and e-mail address for point of contact for the applying organization). Please address the proposed approach and timeline and whether it is reasonable and achievable. Provide any examples of similar engagements. Provide any comments or additional recommendations to assure success or identify challenges that have to called out and overcome.

b. Qualifications (either as its own section or part of the narrative) to include the consultant’s qualifications to conduct the scope of work activities, expertise, knowledge, and experience. Experience should include examples of conducting similar or related work.

d. Labor Rate or Price Listing of all rates for all individuals who will work on the project (if applicable). This will be a fixed price contract of up to $75,000 for service provided to one Grantee. Amount may vary if an exception applies for multiple Grantees/portfolios.

e. Resumes and bios for each individual on the team, including information about experience with similar projects and professional qualifications.

f. Based on the past projects identified in the qualification section, attach samples of completed...
work (List all projects the consultant has submitted and were successful in winning in the past 5 years from NYS Division of Housing and Community Renewal and/or public/private financing appropriate to the portfolio inventory identified in NYS Preservation Opportunity Program RFP. Identify the client and client type (whether public jurisdiction, public housing authority or nonprofit or for-profit developer), jurisdiction of project, and describe how the project is an example of a named portfolio type in this NYSPOP RFP. Describe the financing sources associated with the project and any public support secured for it e.g. PILOT, additional local subsidies and/or grants, project based rental assistance, etc. Please identify any other key activities of support provided e.g. resident relocation, engagement with tenants and/or neighborhood/local jurisdiction for project approval, permits, etc.

Please indicate if they were completed on time, on budget and if not, the reasons. If still in predevelopment or under construction, indicate status and if on schedule or why, if not. Identify the type of project (public housing, low income housing credit, rural 515 USDA, HUD program; identify the developer/owner) and location.

g. Based on the past projects identified in the qualification form, attach current contact information of clients for whom similar services were provided.

h. Provide a list of references and include no less than two clients and two affordable housing finance agency(ies) that you have identified as samples of successful awards of applications submitted above.

Selection Criteria

Proposals will be reviewed by Enterprise staff. Each application will be evaluated on the following characteristics. All responses to the RFQ will be evaluated to assess vendor qualifications, experience, and ability to meet the scope activities and deliverables within the budget of up to $75,000 for service to each Grantee (unless an exception applies).

a. Qualifications, Experience and Past Performance
   - The consultant has the qualifications necessary to successfully complete the scope of work.
   - The consultant has expertise and prior experience working on similar projects.
   - The consultant has prior experience working with similar organizations, local jurisdictions and/or public housing authorities.
   - Quality of Submitted work samples.
   - Or other Qualification criteria identified in Submission Requirements Section.

b. Approach and Work Plan
   - The proposal demonstrates an understanding of the project objectives and desired results.
   - The proposal illustrates an approach to the scope of work that will lead to successful results.
   - The proposal illustrates the consultant’s ability to successfully execute the proposed approach.
   - The proposal adequately details project activities and milestones, or deliverables, associated with each stage of the scope of work.
   - The proposal includes a detailed timeline.
• The work can be completed within the required project timeline.

c. Budget
• Address whether the proposed schedule and fee payment is reasonable, and the proposal of deliverables is reasonable and within the fixed budget of up to $75,000

d. References

In addition, Enterprise may contact references to confirm quality of work and a history of responsiveness and good communication skills.

Enterprise will select qualified consultants to be on the available list for Grantees who will deliver the highest quality deliverable at the best value.

Submission Instructions
Proposals are due by Monday, March 2, 2020 5:00 PM.

Inquiries concerning this RFQ should be directed to Lydia Tom at ltom@enterprisecommunity.org no later than February 21, 2020.

Proposals must be submitted to Lydia Tom at ltom@enterprisecommunity.org.

All costs incurred in the preparation of a response to this RFQ are the responsibility of the applicant and will not be reimbursed by Enterprise.

Small Businesses, Minority-Owned Firms, and Women’s Business Enterprises
Enterprise will prioritize small businesses, minority-owned firms, and women’s business enterprises that are able to demonstrate the ability to deliver the highest quality deliverable at the best value.

Confidentiality
If the applicant deems any materials submitted to be proprietary or confidential, the applicant must indicate as such in the relevant section(s) of the response.

Notification of Selection and Timeline
Consultants deemed qualified to participate in the program to be matched with Grantee(s) will be notified by March 27, 2020. A qualified list of consultants will be provided to the Grantee(s) following their awards. Matching of consultants to Grantee(s) will begin in April of 2020 and work can begin in May of 2020.
Conflict of Interest

The applicant must disclose, in an attachment to the proposal, any possible conflicts of interest that may result from the award of the contract or the services provided under the contract. Except as otherwise disclosed in the proposal, the applicant affirms that to the best of its knowledge there exists no actual or potential conflict between the applicant, the applicant’s employees or their families’ business or financial interests (“interests”) and the services provided under the contract. In the event of any change in either interests or the services provided under the contract, the applicant will inform Enterprise regarding possible conflicts of interest, which may arise as a result of such change and agrees that all conflicts shall be resolved to Enterprise’s satisfaction or the applicant may be disqualified from consideration under this RFP. “Conflict of interest” shall include, but not be limited to the following:

1. Giving or offering a gratuity, kickback, money, gift, or anything of value to an Enterprise official, officer, or employee with the intent of receiving a contract from Enterprise or favorable treatment under a contract;
2. Having or acquiring at any point during the RFP process or during the term of the contract, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with applicant’s performance of its duties and responsibilities to Enterprise under the contract or otherwise create the appearance of impropriety with respect to the award or performance of the contract; or
3. Currently possessing or accepting during the RFP process or the term of the contract anything of value based on an understanding that the actions of the applicant or its affiliates or interests on behalf of Enterprise will be influenced.

Consultants are not precluded from contracting with grantees for further support after the Period of Performance with this engagement.

Attachments

Appendix A: Enterprise Consultant Standard Terms & Conditions and Standard Terms and Conditions Under Prime Grant
CONSULTANT STANDARD TERMS & CONDITIONS

1. Confidential Information. The Consultant agrees to keep this Agreement and any documents received from Enterprise in connection with this Agreement and the funds disbursed hereunder and the terms and conditions of this transaction confidential, except to the extent necessary to comply with applicable law or by direction of Enterprise. The term “Confidential Information” means any and all proprietary confidential or non-public information in any form obtained by a receiving party or its personnel, employees, subcontractors, subrecipients or agents in its performance of this Agreement. All recipients of Confidential Information shall use exercise extreme care to take all measures which are reasonably necessary in order to maintain and protect the confidentiality of the information compiled by or provided to the Consultant in the scope of its work under this Agreement. Furthermore, Consultant shall not disclose any terms and conditions relating to the Prime Grant (i.e., Enterprise’s source of funding for the funds disbursed hereunder) to any third party. Consultant shall not issue any public statements regarding this Contract without Enterprise’s prior written consent. The obligations under this section shall survive termination of this Agreement. For the avoidance of doubt, Enterprise may share the reports delivered by Consultant pursuant to this Agreement with its Representatives and regulators, its prime grantor and its Representatives and regulators and Enterprise may publicize this Contract, Consultant, and any subcontractor in press releases, press conferences or internal or external publications or other communications as Enterprise may deem appropriate in its sole discretion. For purposes of this section, “Representatives” shall mean a Party’s directors, officers, employees, auditors and legal counsel.

Should Consultant determine that disclosure of Confidential Information is required by law, Consultant will provide Enterprise reasonable advance notice (at least ten (10) business days) to the extent such notice is permitted by law, so that Enterprise may take any steps it deems necessary to protect its rights and interests, including seeking relief through court action.

2. Payment. Payments shall not be made without Enterprise’s receipt of a completed W-9 form in accordance with Section 3 below, a Contract signed by all parties and acceptance by Enterprise of the work performed. When submitting invoices, Consultant should use the attached Enterprise Request for Payment form. If Consultant chooses to use Consultant’s own form, each invoice must reference the Contract number, award value and period of performance. Payment will be made within 30 days of receipt of approved invoices containing the aforementioned information. Consultant must also submit all invoices within 60 days of the end of the Contract’s period of performance. Consultant agrees that Enterprise will be under no obligation to pay for any invoice that is not timely submitted and received by Enterprise within the aforementioned 60-day period.

3. W-9 Form / Federal Tax Identification Number. Consultant must provide Enterprise with a signed and completed W-9 Form. Consultant’s name on the W-9 Form must match the name on this Contract, and the W-9 Form must include Consultant’s Federal Tax Identification number. Payment will not be made to Consultant without Enterprise's receipt of a completed W-9 Form which complies with these requirements. Payment will be made payable to the name and corresponding Federal Tax Identification number found on the W-9 Form. Consultant hereby agrees to notify Enterprise immediately upon any change of any information submitted on Consultant’s W-9 Form.

4. Ownership of Deliverables. Consultant hereby agrees and acknowledges that all documents and other Deliverables developed or produced by Consultant under this Contract and the copyrights thereto, are the sole and exclusive property of Enterprise. Consultant must not reproduce, publish or otherwise use the work products or any portion thereof, or allow others to reproduce, publish, or otherwise use the work products or any portion thereof, without the prior written permission of Enterprise.
5. **Consultant's Performance.** Enterprise expects Consultant to perform in a high quality manner and in accordance with the standards set by this Contract. If the performance of the Scope of Work or Deliverables does not meet the obligations contained in this Contract and its Scope of Work, Enterprise reserves the right to avail itself of all administrative, contractual, legal and equitable remedies, including, but not limited to, reducing or withholding payment to Consultant, canceling the Contract, and hiring another party to complete the Scope of Work. Consultant will be liable to Enterprise for any additional costs incurred by Enterprise if the all or any portion of the Scope of Work is completed by others.

6. **Use of Sub-Consultants.** If Consultant retains a sub-Consultant to perform any portion of the Scope of Work, Consultant must first request approval from Enterprise, which shall not be unreasonably withheld.

7. **Return of Documents.** Consultant must deliver all records, notes, data, memoranda, models and equipment, of any nature, that are in Consultant's possession or under Consultant's control and that are Enterprise's property or relate to Enterprise's business upon Enterprise's request or upon the completion of this Contract.

8. **Benefits/Insurance.** Enterprise is not responsible for any fringe benefits or insurance, including, but not limited to, social security, workers' compensation, state unemployment, federal and state income tax withholdings, retirement, leave benefits, general liability, automobile, and professional liability, for Consultant or employees of Consultant. Consultant assumes full responsibility for the provision of all such insurances and fringe benefits for Consultant and all of Consultant's employees. Consultant maintains, and must maintain throughout the term of this Contract, commercial general liability insurance, automobile insurance (or hired and non-owned coverage on the commercial general liability insurance policy), miscellaneous professional liability insurance and workers' compensation insurance each in an amount not less than $1,000,000.00 (except that the coverage for workers' compensation shall be in accordance with statutory requirements) to cover its activities under this Contract. Consultant must name Enterprise as an “Additional Insured” on its commercial general liability insurance and commercial automobile insurance and name Enterprise as “Certificate holder” on its workers' compensation coverage. Within 48 hours of Enterprise's request, Consultant must provide Enterprise with a certificate of insurance evidencing Consultant’s compliance with all the foregoing required coverages.

9. **Relationship of the Parties.** Consultant is not an employee, partner, agent of or joint-venturer with Enterprise for any purpose. Consultant is and will remain an independent contractor in its relationship to Enterprise pursuant to this Contract.

10. **Termination.** Either party may terminate this Contract without cause upon the delivery of written notice to the other party in accordance with the terms of this Contract (“Termination”). In such event, the Contract will terminate thirty (30) days after such written notice was received. Any such Termination by either party shall be subject to an equitable adjustment of the Compensation due. Any such Termination by either party shall also be subject to an equitable reimbursement of Compensation paid prior to Termination for future performance rendered impracticable by Termination of the Contract. All obligations which were to be performed as of the date of Termination are discharged but any right based on prior breach of performance survives.

11. **Cancellation.** Upon the occurrence of a breach hereunder, Enterprise may cancel this Contract upon the delivery of written notice to Consultant in accordance with the terms of this Contract (“Cancellation”) and retain any remedy for breach of the whole Contract or any unperformed balance thereof.
12. **Indemnification.**
The Consultant, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify

Enterprise, its directors, officers, agents and employees from and against any and all costs, liability, demands, claims, damage and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise’s costs and reasonable legal fees) incurred in connection with this Contract or that arise out of any act or omission of the Consultant, its contractors or of any of their respective employees or agents. Consultant’s obligations under this section shall survive termination of the agreement.

13. **Release.**
Neither Enterprise, nor any of its affiliates, officers, directors, employees, consultants or advisors (the “Enterprise Parties”) shall be liable to Consultant, or its respective officers, directors, employees, contractors, consultants, tenants or advisors or to the (the “Consultant Parties”) for any liability of any kind (including, without limitation, any liability under tort, negligence, strict liability, or other legal or equitable theory, for loss of profits, exemplary, special, incidental, or consequential damages, lost revenues, or cost of procurement of substitute programs or services) relating to or arising out of this Contract, nor shall the Enterprise Parties be required to indemnify or insure the Consultant Parties against any such liability.

14. **Amendment.** Any Amendment to the provisions of this Contract must be in writing and executed by both parties. Administrative changes or corrections that do not affect the rights and obligations of Consultant may be made unilaterally by Enterprise with notice to, but without consent of, Consultant.

15. **Delegation; Assignment.** Consultant shall not delegate any duties or assign any rights under this Contract without the prior written approval of Enterprise. A delegation of performance will not relieve Consultant of any duty to perform or any liability for breach of this Contract.

16. **Governing Law; Venue.** This Contract must be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New York exclusive of its conflicts of law rules. Consultant agrees that any litigation must be brought and prosecuted in any state and federal courts located in New York, as appropriate, or Federal District Court, with venue in New York and the courts to which an appeal therefrom may be taken and Consultant consents to the in personam jurisdiction of such courts. Consultant irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

17. **Notice.** Any notice which either party desires to provide the other party under the terms of this Contract must be sufficiently given, in writing and delivered to the party’s address in this Contract or such other address as either party may specify in writing (i) by electronic mail, return receipt requested, or (ii) overnight courier or certified or registered first class mail, return receipt requested and postage prepaid, at such other party’s principal place of business at the address set forth on the Contract. If by electronic mail, delivery shall be deemed effective when sent in accordance with the above provisions. If by overnight courier, delivery shall be deemed effective one (1) business day after dispatch in accordance with the above provisions. If by mail, delivery shall be deemed effective three (3) business days after mailing in accordance with the above provisions.
18. **Authorizing Action, Parties Bound.** The execution, delivery and performance by Consultant are within Consultant’s powers and have been duly authorized by all necessary action. The terms and provisions of this Contract are binding upon the parties hereto, their legal representatives, successors and assigns.

19. **Severability.** If any provision of this Contract or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions of this Contract that can be given effect without the invalid provision, and to this end the other provisions are deemed to be severable.

20. **Entire Contract.** No statement, promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this Contract, will be valid or binding; and this Contract may not be enlarged, modified or altered except in writing and signed by the parties.

21. **Counterparts.** This Contract may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart. Signatures delivered by facsimile transmission or scanned and delivered by email shall be treated for all intents and purposes as originals.

22. **Nonwaiver.** The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Contract or to exercise any option hereunder shall not be construed as a waiver or relinquishment for the future of such term or option from exercising any such right, power or remedy upon default at any later time or times.

23. **Personal Information Protection.** The Consultant represents that it has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Information; and (ii) reasonably designed to help protect the Personal Information from unauthorized access, use, modification, disclosure, or destruction. “Personal Information” means any information concerning a natural person which, because of name, number, symbol, mark or other identifier, can be used to identify the individual.

24. **Funder Requirements.** Requirements of Enterprise’s funder providing the funds to compensate Consultant hereunder are enclosed hereunder as Attachment B (the “Prime Grant Requirements”). This Agreement shall be subject to the Prime Grant Requirements.
Attachment B
STANDARD TERMS AND CONDITIONS UNDER PRIME GRANT

Equal Opportunity. The Consultant represents that, in conducting the activities described in this Contract, the Consultant shall not and will not discriminate in its activities and operations on the basis of age, race, creed, ethnicity color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state or local law. The Consultant also agrees that it will act with the highest professional standards.

Sanctions

Consultant agrees that funds disbursed hereunder will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. None of the Consultant, any of its parent entities or subsidiaries or, to the knowledge of the Consultant, any director, officer, agent, employee or affiliate of the Consultant or any of its parent entities or subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (or any successor thereto) (“OFAC”), or other relevant sanctions authority (collectively, “Sanctions”), and the Consultant will not directly or indirectly use the funds disbursed hereunder, or lend, contribute or otherwise make available such proceeds to any parent entity, subsidiary, affiliate, joint venture partner or other person or entity (i) to fund any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. By signing this Agreement, Consultant represents that neither the Consultant nor any principal of Consultant, nor any person or entity owning a direct or indirect interest in or having a direct control over Consultant is a person or entity that is named as a “specifically designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets control at its official website: http://www.treas.gov/ofac/t11sdn.pdf.

Consultant represents and warrants to Enterprise that, in connection with the use of the funds disbursed hereunder, and generally in its dealings with Enterprise, Consultant shall not directly or indirectly deal with a person, entity or any other party (including official or de facto authorities) that are:

(a) located, domiciled, resident, incorporated or operating in a country/region subject from time to time to any sanctions and/or trade embargoes administered by any Sanctioning Authority, as well as any other country designated by a Sanctioning Authority or notified by Enterprise as a “Sanctioned Country”; or

(b) subject to any sanctions lists administrated by authority responsible for the administration of sanctions and embargoes in the United Nations, the European Union, Switzerland, United States (Office of Foreign Assets Control of the US Department of Treasury) and in any other applicable country notified from time to time by Enterprise (each a “Sanctioning Authority”); or

(c) owned or controlled by a person, entity or any other party as defined in (a) or (b) above, (collectively, “Restricted Parties”) and that neither it nor its directors, officers, agents or employees are Restricted Parties.

Nondiscrimination; Compliance with Fair Housing Act and Equal Credit Opportunity Act

Consultant shall not discriminate in its activities and operations in connection with this Contract on the basis of age, race, creed, ethnicity color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state, or local law or regulation. Consultant expressly agrees not to use funds disbursed hereunder for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.
Consultant shall require any subcontractor receiving funds disbursed hereunder to comply with the obligations set forth in this section, including by providing their express agreement not to use funds disbursed hereunder for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

Compliance with Law and Prohibited Uses

Consultant shall comply with all federal, state, and local laws and regulations related to its performance of fulfillment of any acts, duties or obligations under this Contract or otherwise generally applicable to Consultant and its organization and activities.

Anti-Corruption/Bribery

Consultant represents and warrants that it is familiar with and is in compliance with the Foreign Corrupt Practices Act of 1977 (FCPA) (15 U.S.C. § 78dd-1, et seq.) (as amended) and shall not engage in any form of bribery, collusive practice or any other form of corruption, nor will it extort, solicit, receive, offer, promise or give any undue financial or other advantage, directly or indirectly, in connection with any of its dealings with Enterprise. Furthermore, Consultant nor any person acting on its behalf shall authorize the giving of, offer, or give anything of value to any official or employee of the government or any state-owned entity, any agent or representative of the foregoing, or any other person (including any Enterprise employee, contractor or agent) to improperly obtain, retain, or direct business or any improper advantage for or to any person.

Lobbying and Political Activity

Consultant shall not use any funds disbursed to it under this Contract for any political campaign or to influence the outcome of any election, to carry on propaganda, to lobby or otherwise attempt to influence legislation or the outcome of any specific public election, to carry on directly or indirectly, any voter registrations drive or to conduct any activities described in Sections 4945(d) and (e) of the United States Internal Revenue Code of 1986, as amended (the “Code”) and the Treasury Regulations promulgated thereunder.

Use of Information

A. The Consultant grants Enterprise the right to use the data and information provided to them by the Consultant for purposes deemed appropriate by Enterprise.

B. Unless Enterprise designates otherwise in writing, all information or data and all other documents generated or collected by the Consultant and solely related to the scope of its work under this Contract shall be deemed to be the property of Enterprise and Enterprise’s grantor. No one else shall have any right, including, but not limited to, intellectual property rights (including trademark and copyright rights) in those items. No use of such materials or information shall be made other than for the purposes identified in this Contract without permission of Enterprise. Consistent with these provisions, the Consultant shall have the right to keep and use all copies of its work product and all information, training materials, procedures, and other performance related work and documentation adapted for use by Consultant, or any subcontractor in the normal course of its work.

Default and Remedies It shall be an event of default (“Event of Default”) hereunder if (i) Consultant misappropriates funds under this Contract or commits fraud regarding funds entrusted to its custody, (ii) Consultant fails to observe or perform any other material term, covenant or condition contained in this Contract and such failure continues unremedied for a period of fifteen (15) days after written notice thereof has been given to Consultant by Enterprise specifying such default and requiring it to be remedied or, if such failure is not reasonably capable of being remedied within such 15-day period, Consultant has not commenced remedial action and is not proceeding with diligent efforts to remedy such failure as determined by Consultant in its reasonable discretion, (iii) Consultant or any executive, director, chief operating officer or key employee is convicted of a felony, (iv) Consultant has made a material misrepresentation to the Enterprise under this Contract or under its response to Enterprise’s Request for Proposals in connection with the funds disbursed hereunder, (v) Consultant ceases its business operations, (vi) upon the institution by or against Consultant in a bankruptcy proceeding, (vii) Consultant commits malfeasance in its conduct contemplated by this Contract, (viii) Consultant or any executive, director, chief operating officer or key employee commits gross negligence, willful misconduct and/or fraud as it pertains to this Contract and/or (ix) the default of any other grant or loan from Enterprise, its affiliates, subsidiaries, or supporting organizations to Consultant or its affiliates, subsidiaries, or supporting organizations. Upon the occurrence of an Event of Default, (i) Enterprise may require and Consultant shall accept technical assistance which Enterprise deems
necessary to complete the scope of work required hereunder, (ii) Enterprise may terminate this Contract, and/or (iii) Enterprise may demand that any funds unexpended by Consultant or misappropriated or otherwise expended by Grantee in violation of this Contract be returned to the Enterprise and the Consultant shall so return the funds within three (3) business days of demand therefor and (iv) Enterprise may seek, or appoint a designee to seek, any other remedies available to the Enterprise at law or in equity, including the specific performance by the Consultant of its obligations hereunder, all of which rights and remedies shall survive the termination of this Contract. If Enterprise determinates that Consultant is in breach of any Anti-Corruption/Bribery or Sanctions provisions above, Enterprise may terminate this Contract immediately, without any further obligation or liability to Consultant and may disqualify Consultant from receiving any other grants or financing from Enterprise in the future. In addition, if Enterprise’s grantor undertakes any action to terminate, suspend or limit Enterprise's access to the Prime Grant or reduce the amount of the Prime Grant for any reason, Consultant agrees Enterprise may terminate this Contract for convenience and Enterprise’s obligations hereunder will cease.

**Inspection; Right to Audit/Record Retention**

Consultant agrees that Enterprise may monitor, and conduct an evaluation of, project operations during the Period of Performance. This may include meetings with your staff to discuss projects and to review financial and other records connected with the activities financed funds disbursed hereunder. Consultant shall keep (a) accurate records documenting its performance of the Work Plan, and (b) a legible set of books of account in accordance with generally accepted accounting principles for a minimum of six (6) years after the expiration of the Period of Performance. Consultant agrees that the aforementioned records and books of account shall be open for inspection and making copies, excerpts and transcripts of same by Enterprise, Enterprise’s grantor or their respective auditors, during business hours and upon reasonable written request except in the event of an emergency or in the event Enterprise’s grantor requires an audit on a more expedited timeframe, in connection with any audit, investigation, dispute, litigation or preparation for filings required to be submitted by Enterprise or Enterprise’s grantor as required under applicable law or regulations. Consultant agrees to make internal and third party audit staff available to Enterprise or Enterprise’s grantor, during business hours (except in the event of an emergency or in the event Enterprise’s grantor requires an audit on a more expedited timeframe and upon request, to discuss matters relating to the books and records of the Consultant or any third parties collaborating with Enterprise or Enterprise’s grantor in connection with the Prime Grant.

**Conflicts of Interest**

Except for approved eligible administrative and personnel costs shown in the budget, none of Consultant’s designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the funds disbursed hereunder, and no other public official of Consultant or such authority or authorities who exercise or has exercised any functions or responsibilities with respect to the funds disbursed hereunder during such person’s tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the funds disbursed hereunder, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the funds disbursed hereunder, or in any activity, or benefit therefrom, which is part of the Work Plan at any time during or after such person’s tenure. The Consultant will not hire any person who has any direct or indirect financial interest that would conflict with performing the services contemplated under this Contract.
Insurance requirements

Enterprise is not responsible for any fringe benefits or insurance, including, but not limited to, social security, workers' compensation, state unemployment, federal and state income tax withholdings, retirement, leave benefits, general liability, automobile and professional liability, for Consultant or its employees. Consultant assumes full responsibility for the provision of all such insurances and fringe benefits of Consultant.

Certificate of Insurance (ACORD 25) evidencing Consultant's Commercial General Liability Insurance in amounts not less than:

- $1,000,000 per occurrence/ per location or per project aggregate (for more than one loc),
- $2,000,000 in the annual aggregate,
- $2,000,000 products/completed operations aggregate
1. naming ENTERPRISE COMMUNITY PARTNERS, INC. as an Additional Insured;
2. Deductible should be no more than $5,000.
3. Must include list of exclusions
4. No warranties
5. Endorsements should include:
   a. Additional Insured including premises operations and Product/Completed Operations
   b. Waiver of Subrogation
   c. 30 day notice of cancellation

Certificate of Insurance (ACORD 25) evidencing Consultant's Worker's Compensation Insurance (in amounts consistent with state statutory requirements), and naming ENTERPRISE COMMUNITY PARTNERS, INC. as Certificate Holder. Named Insured must be Consultant’s full legal name.

Professional Liability Insurance providing coverage for claims arising out of the provision of professional services with a limit of liability not less than:

$1,000,000 per claim;
$1,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any professional activity related to this Agreement.

Certificate of Insurance (ACORD 25) evidencing Consultant's Auto Insurance
- in amount not less than $1,000,000, for all owned, non-owned and hired automobiles. If no owned autos, coverage may be extended from the CGL policy.
- Waiver of Subrogation
- 30 day notice of cancellation endorsement
- naming ENTERPRISE COMMUNITY PARTNERS, INC. as an Additional Insured with Primary Non-Contributory language.

**REQUIREMENTS FOR ALL INSURANCE:**

- Carrier must be rated “A-” or higher in the AM Best Guide with a Financial Size Category of at least VI,
- Named Insured must be Consultant’s full legal name,
- Policy must be current, not expired, and include all endorsements
- Certificate must be signed by an authorized representative of the insurance carrier,
- Additional Insured/ Certificate holder/ (as required below) must appear as:
  ENTERPRISE COMMUNITY PARTNERS, INC.
  70 Corporate Center, 11000 Broken Land Parkway, STE 700, Columbia, MD 21044
REQUEST FOR PROPOSALS (“RFP”)

<table>
<thead>
<tr>
<th>Pre-Application Conference:</th>
<th>January 14, 2020 at 10:00 a.m. EST</th>
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<tbody>
<tr>
<td>Submission Deadline for RFA:</td>
<td>February 28, 2020 at 5:00 p.m. EST</td>
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<tr>
<td>Expected Date for Notice of Awards:</td>
<td>March 24, 2020</td>
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<tr>
<td>Grant Performance of Period:</td>
<td>April 01, 2020 through October 01, 2021</td>
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How to Apply: Applicants must submit full proposals through SlideRoom, the online system being used for this funding opportunity. To start your application, use the following link: https://bit.ly/2SerUek

**IMPORTANT:** SlideRoom automatically saves your work as you go. That means that even if you lose your internet connection or have computer problems, your work will be saved. You can log in and out as many times as you need to complete your proposal. However, *once you submit your proposal you cannot go back to make any edits.*

Submission Deadline: 5:00 p.m. EST on February 28, 2020. Proposals received outside of SlideRoom or after the deadline will not be accepted.

Pre-Application Conference: There will be one Pre-Application Conference meeting to address questions regarding this RFP on **January 14, 2020 at 10:00 a.m. EST**. The call-in number is: +1 929 205 6099/690 773. Register for the Pre-Application Conference by emailing ltom@enterprisecommunity.org. Written questions to be answered on this Pre-Application call may be submitted via email to ltom@enterprisecommunity.org at least two business days prior to the call.

Questions: All interested applicants will be afforded the opportunity to e-mail questions regarding this RFP. Applicants must e-mail these questions to Lydia Tom at ltom@enterprisecommunity.org. Applicants may not contact anyone other than ltom@enterprisecommunity.org with questions about this RFP.
APPLICATION GUIDELINES

I. STATEMENT OF PURPOSE
New York State is home to a vast array of publicly assisted affordable housing, including federally assisted multifamily rentals, public housing, Low Income Housing Tax Credit, and rural rental projects. However, many of these are at risk of losing affordability through regulatory agreement expirations, physical obsolescence, or financial operating challenges. In many communities, this stock may represent the largest source of quality affordable rental housing which, if lost, may be difficult to re-create given housing market pressures and limited public subsidy. Local decision-makers may not always be familiar with the range of strategies available to support the preservation of affordable housing in their local jurisdictions.

Through this Request for Proposals (RFP), Enterprise Community Partners, Inc. (Enterprise), in partnership with the New York State Office of the Attorney General, is seeking to support public jurisdictions and public and local housing authorities and agencies outside of New York City (Applicants) to develop long-term targeted strategic preservation plans for distressed, at-risk, and/or expiring affordable housing portfolios.

Enterprise will provide technical resources and funding to up to 20 Applicants. The New York State Preservation Opportunity Program (NYSPOP) will empower selected local agencies to work with consultants to:

• Develop jurisdiction-wide preservation plans and priorities
• Better understand public and private financing options and regulatory levers
• Assess the preservation needs of targeted affordable housing portfolios
• Receive early investments of up to $500,000 to execute on targeted preservation strategies. Grants may be used for organizing, database upgrades, or other approved uses to further preservation efforts. If a need is demonstrated as critical to the strategy, funds may be made available to support acquisition.

For the purpose of this RFP, each participating Applicant will be expected to identify inventory to target for its strategic preservation plan. Jurisdictions that are interested in applying but do not have dedicated affordable housing staff with capacity to oversee this work will be required to partner with a locally-based nonprofit affordable housing organization with a proven track record of development expertise that will collaborate and help guide the early predevelopment work and preservation strategy.

This RFP is for the assessment phase of the work; implementation grants will be allocated upon creation of a viable preservation strategy acceptable to Enterprise.

Eligible portfolios include but are not limited to:

• privately-owned subsidized housing, including rural housing; and
• portfolio owned by local public housing authorities.

Jurisdictions may propose to focus on:

• A target set of buildings with common ownership;
• A target portfolio throughout the jurisdiction with a common financing source; or
• A target neighborhood or geography including properties financed with varying sources and
programs (e.g. Rural 515 and maturing Low Income Housing Credit rentals and public housing) combined with privately-owned naturally occurring affordable rental housing stock.

Successful applications will demonstrate capacity to work with a consultant on a comprehensive preservation strategy and will identify private and public stakeholders and partners who have the proven expertise and track record to support and execute on the preservation strategy.

Less competitive applications will be ones that could have straightforward pathways to recapitalization through existing state and local programs. **NYSPOP is not meant to supplant grants with what developers/owners typically fund for consultants and predevelopment expenses on projects that would be done otherwise.**

The term of the program is expected to be April 01, 2020 through October 01, 2021 (18 months).

**II. APPLICATION DETAILS**

1. **OVERVIEW**

For this program, Applicants will be expected to:

1. Engage with consultants for technical assistance to assess portfolio needs, refine target for housing preservation options for the portfolios selected, and develop potential financing and development options for a limited number of properties. Consultants will provide technical assistance to support participants to undertake a high level assessment and prioritization of the portfolio and will prioritize a limited number of portfolios for deeper assistance, including physical needs assessments, appraisals, or market studies, and identify viable options for recapitalization, including the potential role of the jurisdiction and potential use of NYS-POP grant proceeds to move the strategy forward.

2. Applicant will additionally be expected to engage local residents and portfolio residents in the creation of the preservation strategies.

Note that Enterprise will provide a pre-approved list of consultants for Applicants to select to engage. In the event that multiple jurisdictions apply in joint applications, consultant will work with the jurisdictions together and individually, and the prioritization of predevelopment resources and assessments will be done based on the identified need.

If selected to receive funding to implement preservation strategies, Applicants will be required to enter into grant agreement with Enterprise. See Appendix A for a copy of the Terms and Conditions - the terms are non-negotiable.

Note that the awarded grant will not cover administrative costs for local jurisdictions. However, for public jurisdictions that are engaging locally-based nonprofit partners, Enterprise may allocate between $25,000 and $75,000 to fund the time of each locally-based partner.

3. **ELIGIBILITY**

In recognition of the broad need and array of markets and housing challenges in New York State and with the intention to support a mix of geographies and portfolios, Enterprise will select approximately up to 6-7 Applicants in each of the following three categories: Public Housing Authority (PHA), rural housing, and non-public housing/non-rural housing. **Applicants may apply for any or all of the three categories as long as the following eligibility criteria are met.**
1. **Applicants**: Applicants may be municipalities, counties, or PHAs. Multiple jurisdictions may choose to apply jointly if they have common portfolio in order to meet the minimum portfolio size requirements below or for other strategic reasons. Jurisdictions applying jointly must commit to exploring collaborating on preservation strategies, including but not limited to sharing long term asset management functions and/or joint venturing in a refinancing.

2. **Location, Geographic Focus and Population**: Municipalities, counties, or housing authorities must be located within New York State, but outside of New York City. Applicants should prioritize portfolios in neighborhoods or jurisdictions with very low vacancy rates for apartments with rents affordable to residents at or below 80% of area median income and evidence of increasing loss of or limited production of new affordable rentals. Applicant must meet the following three requirements to be considered eligible:

1. At least 60% of renter households with annual income of $50,000 or less, are rent burdened (paying 30% or more of income on rent). To target NYSPOP to areas with the highest need, we are focusing on applicants with jurisdictions with higher levels of rent burden for their residents and in markets with tighter housing markets.¹

2. Jurisdiction-wide, rental vacancy rate is below 20

3. Total affordable housing in Applicant’s jurisdiction as defined by NYS HCR – see:
   
   https://nyshcr.maps.arcgis.com/apps/webappviewer/index.html?id=4b9035d3a79d408a9e4bb9e9d5507f6
   
   1. Public housing: 200 units or more
   2. Rural: 100 units or more
   3. Non-public housing/non-rural (HUD Multifamily & LIHTC): 700 units or more

If applying for rural **North Country Region**:

This will be a separate category for applicants. This region has a concentration of rural rental units owned by smaller public housing authorities, aging USDA 515s and maturing housing credit units that are more scattered site and less likely to be replicated by the market and are more challenged to meet existing public/private refinancing options. More rural jurisdictions tend to have lower median incomes and higher vacancy rates than their urban/suburban counterparts. To qualify to submit under this rural region of the state, North Country applicants do not need to meet the rent burden or vacancy rate requirements listed above. However, Applicants must have affordable housing portfolios in their selected jurisdiction(s) of no less than:

1. Public housing: 200 units or more OR
2. Rural rentals: 100 units or more

3. **Portfolio Characteristics**: Target preservation portfolio(s) may be one or combination of the following:
   
   a. Maturing Low Income Housing Tax Credit properties, especially those coming to Year 30 and/or with challenging recapitalization options or where there is a threat to continued affordability after Year 15 triggered by transfer or control by non-mission

aligned ownership.

b. Federal and State portfolios owned by local public housing authorities that are challenged to preserve given small scale, scattered site and/or operational challenge.

c. Rural affordable rentals for example, USDA 515 rentals

d. Privately-owned “naturally occurring” unregulated affordable rental housing stock.

e. Eligible PHAs must have received ‘Not High Performer’ status for 3 or more developments in the most recent capital grants funding award 2018 cycle.

4. Team and Experience: Applicant must demonstrate dedicated staff capacity to oversee and ensure the successful completion of the project. Jurisdictions that are interested in applying that do not have dedicated staff with capacity and affordable housing expertise, will be required to partner with a nonprofit partner with proven affordable housing development expertise that will collaborate and help guide the early predevelopment work and preservation strategy.

A municipality or county meeting the minimum portfolio thresholds to qualify for more than one application category may apply for multiple categories. For example, a county with at least 200 units of public housing and 700 units of non-rural, non-public housing may apply for both categories. A municipality or local jurisdiction that meets the above #2 eligibility requirements regarding the rent burden for lower income residents, vacancy rates for the market and thresholds for total affordable housing in your selected jurisdiction may apply even if these thresholds are not met at your county level.

4. SUBMISSION REQUIREMENTS

Applicants must provide responses to the following questions online in SlideRoom. Applications must be submitted by the local public jurisdiction or housing authority or selected local nonprofit to support the jurisdiction(s) applying.

All Applicants must have viewed the introductory webinars, click here for the first webinar (https://bit.ly/2S93x1P) and here for the second webinar (https://bit.ly/2Zai7rb).

Applicant Information

1. Name(s) of Public Jurisdiction(s) or PHA. If proposal includes multiple jurisdictions (cities, counties) or PHAs, name all that are included

2. Target geographic area(s) and portfolio type (either PHA, rural, non-rural/non-PHA or all three categories)

3. Primary Applicant contact/Team Lead (Name lead applicant)

4. If partnering with a locally-based partner, identify that team member

5. Additional team partners, if any

Narrative

In selecting recipients for these funds, Enterprise will evaluate and score application based on the criteria and point system listed in the evaluation section below. PHA, rural and non-rural/non-PHA proposals will be evaluated within their respective categories.
1. **Eligibility**
   a. What is the % of renter households’ whose annual income is $50,000 or less, that are rent burdened (paying 30% or more of income on rent)?
   b. Jurisdiction-wide, what is the rental vacancy rate?
   c. Total affordable housing portfolio within jurisdiction. Please distinguish the total for Public housing, Rural, and Non-public housing/non-rural.

2. **Preservation Needs- not to exceed 1,000 words**
   a. What is the affordable housing landscape in your community? Please provide data on housing affordability and availability, as well as on demographics. For example, if there is severe shortage of rentals affordable to households at and below 80% of area median income, please provide specifics of vacancy rates, evidence of housing cost burdens and loss of and/or lack of production of new units. Document any threats to existing affordable stock and describe the nature.
   b. If you have been working on a housing plan that includes important preservation components and would like to utilize NYSPOP to further this effort, please specify how these resources would be used to advance your preservation efforts and which inventory are you looking to impact?
   c. Please describe the target housing portfolio(s), PHA, rural, or non-rural/non-PHA, including size of portfolio. Please explain why and how this housing portfolio was selected and the specific challenge(s) seeking to address. What are the impacts to the locality if this inventory is not preserved? What are the risks if this housing is not habitable or financially viable? If it is no longer operational?
   d. Describe the anticipated neighborhood(s) or community(ies) or jurisdiction (county/counties) where the target portfolio is located and the population currently served by the portfolio. If the application proposes to create a neighborhood or geographically focused preservation plan, explain why that geography was chosen. Preference will be given to Applicants able to demonstrate how preserving the portfolio will serve the population(s) with the highest need in the jurisdiction.

3. **Selected Portfolio(s) --not to exceed 750 words**
   a. Specify the housing portfolio you will be targeting in the form attached. For Applicants proposing a plan for a large swath of portfolio, please provide approximately 10 examples that best represent the portfolio. Include information on the current ownership structure, units, population served, regulatory restrictions, and, to the extent available, capital needs. Enterprise expects that Applicants may not be able to complete all sections of the spreadsheet, depending on the Applicant’s relationship with the owner. Estimates are acceptable and, where the Applicant has no information, please indicate “unknown.” To access the form, please use the following link: https://bit.ly/2tBwdGI
   b. How might a technical assistance consultant and early predevelopment funds inform options and optimal financing strategies be used to advance your goals? If there are funds needed to advance the preservation component of your plan, other than those identified here, please propose what they are and how will they be critical to advancing your targeted preservation strategy.
   c. What are the goals and anticipated impact/outcomes (both qualitative and quantitative) you hope to achieve? What will success look like? How do these goals correspond to the affordable housing needs and priorities of the local public jurisdiction or housing authority?
d. Describe the process through which resident needs and input will be incorporated into the strategic planning process. Provide any details that identify plans to connect neighboring community to its tenants and any intentional programs to maintain regular engagement with tenants and residents.

4. Team qualifications and experience – not more than 500 words, not including resumes or organizational chart attachments

a. Describe the experience of the team assigned to undertake this project and their relevant experience to executing the proposed activities. Approximately how much time will each staff commit to the execution of this project?

b. Attach resumes and bios of each team member. Please provide documented expertise and track record in affordable housing preservation for the lead staff. Resumes and bios will not count toward the word count limit.

c. If the local jurisdiction’s staff is the lead, identify the designated staff and relevant experience and role. Designated staff working on the project must demonstrate prior experience and success with similar transactions, at least one successfully completed project.

d. If applying in partnership with more than one jurisdiction, describe roles and responsibilities and strategy to facilitate and promote effective interagency collaboration and who has been selected to be the lead.

e. For multi-jurisdiction applications, the team should indicate the rationale for the joint application. Verify that the jurisdictions are committed to exploring collaborating on a preservation strategy, including but not limited to shared asset management or joint venturing on a refinancing.

f. If jurisdiction(s) does not have appropriate staff capacity and/or expertise, please choose a locally-based nonprofit partner with proven development expertise that will collaborate and help guide the early predevelopment work and preservation strategy, please identify who that is and details on their track record.

g. If the Applicant is working with existing owners as well as potential partners interested in acquiring and/or stepping in for owner(s) in a potential repositioning, identify who they are and their potential roles. If you have other stakeholders who will collaborate, please specify their role and expertise.

h. All applicants must provide evidence of support from your chosen jurisdiction(s). If you are a PHA or non-profit applicant, please provide support from your appropriate jurisdiction as an attachment to this application, whether municipality and/or county.

5. EVALUATION CRITERIA

Enterprise will determine the number of awards granted, if any, and the dollar amount of each award, based upon the evaluation upon the following evaluation criteria.

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<th>Evaluation Criteria</th>
<th>Eligible Points</th>
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<td>Preservation Needs – Applicant is able to articulate local preservation challenges and need through quantitative and/or qualitative evidence. Applicant</td>
<td>40</td>
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demonstrates the impact of the locality if this inventory is not preserved. Enterprise will prioritize Applicants who will identify inventory that has demonstrated challenges to recapitalization and serve households with the highest need in the county i.e high % of low, very low or extremely low renter households whom are renter burden, low % of renter vacancy rate, low % of available affordable stock available to low, very low, or extremely low-income households, etc. Applicant must be looking to refinance portfolios that are otherwise considered complicated or not eligible to finance through conventional financing methods.

For PHAs, Enterprise will give preference to:

a. Applicants with portfolio with smaller, scattered site properties that are financially and/or physically challenged and that are experiencing challenges with refinancing strategies. Additionally, preference will be given to applicants with older portfolios, low operating margins, and/or who have demonstrated evidence of difficulty accessing financing and internal capacity challenges.

b. Applications representing partnerships among multiple housing authorities and/or stakeholders must demonstrate they are committed to thoroughly explore pathways to collaborating in a refinancing (i.e., joint venturing, sharing asset management, etc.) to achieve scale and geographic coverage. Recognizing these multifaceted collaborations can be difficult to manage, please identify a lead for the team in addition to the roles of collaborators and consideration of grant size will be made in light of these added complexities.

**Selected Portfolio** – The portfolio(s) selected clearly demonstrate physical or financial risk(s), loss of affordability, and/or challenges with previous public/private financing efforts.

The application demonstrates that preserving the selected portfolio will meet the affordable housing preservation needs identified above.

**Team Qualifications & Experience** - Applicant demonstrates staff or partner capacity and experience to ensure the successful completion of the project. Applicant demonstrates that they are ready to move forward with a sustainable preservation agenda. Indicators of readiness include political and leadership support; partnership or collaboration with existing or potential new owners. Applicant has a strong team with prior experience and success with similar transactions.

**Resident Engagement** – Applicant identifies formal opportunities to incorporate resident needs and/or input into the strategic planning process. Resident engagement is meaningful and is supported through a sustainable infrastructure.

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Enterprise may request additional information from Applicants with respect to their applications. Enterprise reserves the right to interview any Applicant and key management of the Applicant entity.
6. TERMS OF THE GRANT
Successful Applicants will be required to enter into a grant agreement with Enterprise governing the grant. The term of the grant will be for a period of 18 months. Work is expected to begin April 1, 2020 and complete by October 1, 2021. On a case by case basis, Enterprise may consider modifying the start and completion timeline.

Applicants shall agree to comply with all Federal, State and Local laws, rules and regulations applicable to this grant. Enterprise reserves the right to award Applicants less than their full funding requests during Phase 2: Funding Request. In the event that Enterprise chooses to award less than the amount that an Applicant originally requested, the Applicant will have the opportunity to revise the scope and budget of their application to appropriately reflect the actual funding allocation.

Grantees must assume full responsibility for execution and implementation of the grant for the duration of their agreement with Enterprise, if awarded funding for implementation, including situations in which the grantee has partnered with another organization for a portion of the work described in the application. See Appendix A for more information.

7. AWARDS, PAYMENT AND PERFORMANCE
The use of the funds will be monitored by Enterprise and its designees. Grantees will submit progress reports relative to the provision of the grant on a quarterly basis to Enterprise or its designees and will comply with periodic programmatic and financial audits as requested by Enterprise or its designees.

All grantees will also be required to document activities related to the program, participate in monthly check in calls with Enterprise and consultants, and cooperate with reasonable requests of Enterprise or its designees. Reporting policies and procedures will be set forth in the grant requirements.

All reporting of financial and project data will be submitted by the grantees to Enterprise or its designees.

Should the grantee fail to comply substantially with the grant requirements, funding may be suspended or terminated, or the grantee may be subjected to other appropriate sanctions.

8. ADDITIONAL CONDITIONS
Enterprise reserves the right to:

1. Reject any applications received that not comply with the requirement outlines in this RFP;
2. Communicate with an applicant for the purpose of assuring a full understanding of responsiveness to the RFP solicitation;
3. Modify minor irregularities in application after notifying the applicant;
4. Adjust or correct arithmetical errors in applications;
5. Utilize any and all ideas submitted in the application received unless such ideas are covered by legal copyright, patent, or property rights, and Enterprise is notified in the received submission; and
6. Adopt or utilize all or any part of an applicant’s application.

APPENDIX A: TERMS AND CONDITIONS

NYS PRESERVATION OPPORTUNITY PROGRAM
TERMS AND CONDITIONS FOR GRANT AGREEMENT

Purpose of Agreement
The purpose of this Agreement is to specify the terms and conditions under which Grantee will receive Grant Proceeds to enable Grantee to carry out the activities described in Exhibit A (also referred to from time to time as the “Work Plan”) associated with Grantee’s participation in the New York State Preservation Opportunity Program (also known as the “Program”), which activities are in furtherance of Enterprise’s exempt purposes, and set forth in Exhibit A. From time to time, Grantor and Grantee are collectively referred to as the “Parties” and each individually, a “Party”.

Grant Proceeds Disbursements
Enterprise will disburse Grant Proceeds only on or after the Effective Date and after Grantee has properly completed, executed and delivered this Agreement to Enterprise and upon Enterprise’s receipt and approval of all items required under Exhibit D hereeto (due diligence checklist). Grant Proceeds will be disbursed in quarterly installments either for costs incurred or at Grantor’s discretion, for anticipated and approved expenses to be incurred. Each disbursement following the initial disbursement will be tendered within thirty (30) calendar days after Enterprise has received and approved all required program, financial and data reports as described under this Agreement and the items listed in the Requisition Checklist attached under Exhibit C and any such payments will be tendered to Grantee upon a finding by Enterprise, in its sole discretion that the Grantee has substantially complied with the reporting requirements set forth in this Agreement. The payments shall be based on the estimated need for the upcoming quarter as stated in the project budget, and will factor in adjustments made for unspent funds or unmet deliverables from the prior quarter. The initial payments shall be based on the estimated needs for the upcoming quarter as stated in the project budget, and will factor in adjustments made for unspent funds or unmet deliverables from the prior quarter. The initial disbursement will be based on initial estimates of need for the quarter. Grantee shall also submit all required reports/documentation to Enterprise with its disbursement requests or disbursement will be delayed or withheld. Disbursement requests and corresponding reports must be submitted within five (5) business days following the end of the prior quarter.

Authorized Uses and Expenditures of Grant Proceeds
The Grant Proceeds are only to be used for the activities specified in the Work Plan and in accordance with the budget set forth in Exhibit A. If Grantee deviates from the Program requirements or Work Plan or any other provision in this Agreement, such deviation shall be at Grantee’s risk. Any costs related to unauthorized work shall be borne by Grantee.

Grantee shall not expend more than the amount allocated for any category in the budget without Enterprise’s and the Municipality (“Municipality/County”) prior written consent. If Grantee incurs any costs prior to the Effective Date, Grantee shall not charge those costs against the Grant Proceeds without Enterprise and Municipality/County’s written consent.

Subrecipient
Grantee intends to disburse Grant Proceeds as a [loan] to [_______________] (“_______”), as set forth in greater detail under the Work Plan [and pursuant to the Request Letter referenced below]. Grantor approves [___________] as a subrecipient of Grant Proceeds (hereinafter, a “Subrecipient”) through a loan which will be secured by real property owned by [______________].

Equal Opportunity
The Grantee represents that, in conducting the activities described in this Agreement, the Grantee shall not and will not discriminate in its activities and operations on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is
prohibited by the United States federal, state or local law. The Grantee also agrees that it will act with the highest professional standards.

**Sanctions**
Grantee agrees that Grant Proceeds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. None of the Grantee, any of its parent entities or subsidiaries or, to the knowledge of the Grantee, any director, officer, agent, employee or affiliate of the Grantee or any of its parent entities or subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (or any successor thereto ("OFAC"'), or other relevant sanctions authority (collectively, “Sanctions”), and the Grantee will not directly or indirectly use the Grant Proceeds, or lend, contribute or otherwise make available such proceeds to any parent entity, subsidiary, affiliate, joint venture partner or other person or entity (i) to fund any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. By signing this Agreement, Grantee represents that neither the Grantee nor any principal of Grantee, nor any person or entity owning a direct or indirect interest in or having a direct control over Grantee is a person or entity that is named as a “specifically designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets control at its official website: http://www.treas.gov/ofac/t11sdn.pdf.

Grantee represents and warrants to Enterprise that, in connection with the use of the Grant, and generally in its dealings with Enterprise, Grantee shall not directly or indirectly deal with a person, entity or any other party (including official or de facto authorities) that are:

(a) located, domiciled, resident, incorporated or operating in a country/region subject from time to time to any sanctions and/or trade embargoes administrated by any Sanctioning Authority, as well as any other country designated by a Sanctioning Authority or notified by Enterprise as a “Sanctioned Country”; or

(b) subject to any sanctions lists administrated by authority responsible for the administration of sanctions and embargoes in the United Nations, the European Union, Switzerland, United States (Office of Foreign Assets Control of the US Department of Treasury) and in any other applicable country notified from time to time by Grantor (each a “Sanctioning Authority”); or

(c) owned or controlled by a person, entity or any other party as defined in (a) or (b) above, (collectively, “Restricted Parties”) and that neither it nor its directors, officers, agents or employees are Restricted Parties.

**Nondiscrimination; Compliance with Fair Housing Act and Equal Credit Opportunity Act**
Grantee shall not discriminate in its activities and operations in connection with this Agreement on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state, or local law or regulation. Grantee expressly agrees not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

Grantee shall require any party receiving a subgrant ("Subgrant") a funds hereunder (each, a "Subrecipient"), Subcontractor, sub-Subrecipient or Sub-Subcontractor receiving Grant Proceeds to comply with the obligations set forth in this section, including by providing their express agreement not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

Compliance with Law and Prohibited Uses

Grantee shall comply with all federal, state, and local laws and regulations related to its performance or fulfillment of any acts, duties or obligations referred to under this Agreement or otherwise generally applicable to Grantee and its organization and activities.

Anti-Corruption/Bribery

Grantee represents and warrants that it is familiar with and is in compliance with the Foreign Corrupt Practices Act of 1977 (FCPA) (15 U.S.C. § 78dd-1, et seq.) (as amended) and shall not engage in any form of bribery, collusive practice or any other form of corruption, nor will it extort, solicit, receive, offer, promise or give any undue financial or other advantage, directly or indirectly, in connection with any of its dealings with Enterprise. Furthermore, Grantee nor any person acting on its behalf shall authorize the giving of, offer, or give anything of value to any official or employee of the government or any state-owned entity, any agent or representative of the foregoing, or any other person (including any Enterprise employee, contractor or agent) to improperly obtain, retain, or direct business or any improper advantage for or to any person.

Lobbying and Political Activity

Grantee shall not use any funds disbursed to it under this Agreement for any political campaign or to influence the outcome of any election, to carry on propaganda, to lobby or otherwise attempt to influence legislation or the outcome of any specific public election, to carry on directly or indirectly, any voter registrations drive or to conduct any activities described in Sections 4945(d) and (e) of the United States Internal Revenue Code of 1986, as amended (the “Code”) and the Treasury Regulations promulgated thereunder.

Organizational Capacity, Subcontracting and Subgrants

A. The Grantee represents that it currently possesses or will obtain all expertise and personnel necessary to undertake and execute the Work Plan in a manner that is satisfactory to Enterprise. The Grantee agrees to immediately report changes in staffing, management and administration funded by this Agreement to Enterprise. Grantee shall exercise a standard of care consistent with industry standards in the performance of its duties and obligations under this Agreement.

B. The Grantee must demonstrate to Enterprise that it has reviewed the financial and performance
background of any contractor, subcontractor, consultant or other entity it enters into an agreement with to provide services funded in connection with this Agreement (referred to as “Subcontractor(s)”). The Grantee must demonstrate to Enterprise that it has reviewed the financial and performance background of any Subrecipient and Subcontractor.

C. The Grantee shall incorporate by reference into any of its contracts with Subcontractors (the “Subcontracts”) or in any Subgrants, the Subcontractor or Subrecipient, as applicable, performance obligations under this Agreement and any and all applicable sections, subsections or attachments, including, without limitation, all representations, warranties and covenants. All sub-Subcontracts and sub-Subgrants shall include all such applicable sections, which shall be binding on all sub-Subcontractors and sub-Subrecipients.

D. Enterprise reserves the right, in its reasonable discretion, to approve or require the removal of any Subcontractor or Subrecipient selected by the Grantee to provide services funded by this Grant. Enterprise may consider such Subcontractor’s or Subrecipient’s experience, size, staff capacity, reputation and any other factors that Enterprise deems appropriate.

E. Nothing in this Agreement shall create an independent right of action by a Subcontractor, a Subrecipient or any third-party contractor against Enterprise, nor provide such Subcontractor, Subrecipient or third-party contractor with beneficiary status with respect to Enterprise. Furthermore, nothing in this Agreement shall create an independent right of action by the Grantee against any contractor of Enterprise. The parties acknowledge that no contractual relationship shall be deemed to exist between any Subrecipient, any Subcontractor or third-party contractor and Enterprise.

F. The Grantee shall take full responsibility for the acts and omissions of its Subcontractors and Subrecipients. Enterprise shall have the right, at its discretion, to review and approve each and every subcontract in excess of $25,000 prior to giving written permission to the Grantee to enter into the Subcontract.

G. Grantee shall not enter into any Subgrant until it has received the prior written permission of Enterprise.

H. When a Subcontract is executed, the Grantee must provide detailed Subcontract information (a copy of the Subcontract will suffice) to Enterprise within fifteen (15) calendar days after execution. Enterprise may request from the Grantee copies of subcontracts between a Subcontractor and its sub-subcontractor(s).

I. When a Subgrant is executed, the Grantee must provide detailed Subgrant information (a copy of the Subgrant will suffice) to Enterprise within fifteen (15) calendar days after execution. Enterprise may request from the Grantee copies of agreements between a Subrecipient and any sub-subrecipients.

J. Grantee shall not make any disbursements to its Subcontractors or Subrecipients for work performed by such parties without a duly executed contract, invoices, receipts or other appropriate supporting documentation evidencing such party’s work and services (“Supporting Documentation”). In any sub-subgrants or sub-subcontracts between a Subrecipient and its Sub-Subrecipients and Sub-Subcontractors, as applicable, Sub-Subrecipients and Sub-Subcontractors shall not make any disbursements to their respective sub-subrecipients and/or sub-subcontractors without adequate Supporting Documentation.
**Representations and Warranties.**

Grantee represents and warrants that:

a. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation;

b. It has full power, authority and legal right to execute and deliver this Agreement and to perform its obligations hereunder;

c. The making and performance by it of this Agreement have been duly authorized by all necessary action and will not violate any provisions of applicable law or regulation, any provision of its charter or by-laws (or comparable, constituent documents) or any order of any court or regulatory body and will not result in the breach of, or constitute a default or require any consent under, any agreement, instrument or document to which it is a party or by which it or any of its property may be bound or affected;

d. All authorizations, consents, approvals and licenses of, and filings and registrations with, any governmental authority required under applicable law or regulations for it to make and perform this Agreement have been obtained and are in full force and effect; and

e. This Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

The foregoing representations and warranties shall remain in full force as of the date hereinafore and on each date that a disbursement of Grant funds is made to Grantee or its designee pursuant to this Agreement.

**Reports**

Until such time as all of the Grant proceeds have been expended by Grantee, Grantee shall submit to Enterprise and to the Municipality/County ("Municipality/County") on a quarterly basis, no later than five (5) days after the end of the applicable calendar quarter, progress reports that contain a comparison of actual accomplishments with the Work Plan’s measurable outcomes of the prior quarter. Grantee shall also submit to Enterprise and to Municipality/County the applicable items set forth under Exhibit C on a quarterly basis, no later than five (5) days after the end of the applicable calendar quarter. Progress reports must include all of the information set forth under Exhibit C. Grantee shall submit to Enterprise and to Municipality/County on a quarterly basis, no later than five (5) days after the end of the prior quarter, a status report of all properties planned for development, in-progress and completed for the prior quarter. Within thirty (30) days of the expiration of the Period of Performance, Grantee shall provide a narrative final report summarizing all activities conducted under the Work Plan and relevant close out documents. Such report shall also contain a financial report of expenses incurred during the prior quarter. The report should include significant program achievements and all problems encountered during the Period of Performance.

Within ten (10) calendar days of any request by Enterprise, Grantee will provide Enterprise with an attestation confirming Grantee is in compliance with the terms of the Agreement.
The Grantee shall retain and be prepared to provide the following records should they be requested by Enterprise or Municipality/County at any time during the Period of Performance:

I. Personnel/fringe charges verified with payroll records. Copies of payroll records from the contract start date must identify the individuals and positions supported by the Grant. Salaries that are compensated by Grant funds, in whole or in part according to approved semi-annual cash flow plans (or approved substitutions by Enterprise), must be consistent with personnel item titles that were stated in budget summaries.

II. Supporting documentation for all non-salary expenditures. All expenses charged to the Grant must be recorded on a quarterly expenditure report and organized separately by budget categories. The Grantee shall retain these documents for a period of ten (10) years following the termination of this Grant and furnished upon request by Enterprise.

Grantee shall provide Enterprise or Municipality/County, within five (5) days of written request therefor (which written request may be provided via e-mail) such other information and documentation as Enterprise may reasonably request with respect to Grantee or its Subcontractors, or any Subrecipient.

**Inspection; Right to Audit/Record Retention**

Grantee agrees that Enterprise and Municipality/County may monitor, and conduct an evaluation of, project operations during the Period of Performance. This may include meetings with Grantee’s staff to discuss projects and to review financial and other records connected with the activities financed by the Grant Proceeds. Grantee shall keep (a) accurate records documenting its performance of the Work Plan including the reports described above, and (b) a legible set of books of account in accordance with generally accepted accounting principles for a minimum of ten (10) years after the expiration of the Period of Performance. Grantee agrees that the aforementioned records and books of account shall be open for inspection and making copies, excerpts and transcripts of same by Enterprise, Enterprise’s grantor, Municipality/County or their respective auditors, during business hours and upon reasonable written request except in the event of an emergency or in the event Enterprise’s grantor requires an audit on a more expedited timeframe, in connection with any audit, investigation, dispute, litigation or preparation for filings required to be submitted by Enterprise or Enterprise’s grantor as required under applicable law and regulations. Grantee agrees to make internal and third party audit staff available to Enterprise or Enterprise’s grantor or to Municipality/County, during business hours except in the event of an emergency or in the event Enterprise’s grantor requires an audit on a more expedited timeframe and upon request, to discuss matters relating to the books and records of the Grantee or any third parties collaborating with Enterprise, Enterprise’s grantor or Municipality/County in connection with the Grant.

**Modifications and Amendments**

Both parties may amend this Agreement so long as amendments that affect the rights and obligations of either party are executed by both parties, including, without limitation, the addition or deletion of a Work Plan activity or the alteration of existing approved activities, an extension of the Period of Performance, or budget revision resulting in a change in the salary line or a transfer in the budget. Administrative changes or corrections that do not affect the rights and obligations of Grantee may be made unilaterally by Enterprise with notice to, but without consent of Grantee. Subject to the provisions set forth in this paragraph, Grantee must request and receive written approval by Municipality/County for any addition or deletion of a Program activity or the alteration of existing approved activities.

**Confidentiality**
The Grantee agrees to keep this Agreement and any documents received from the Grantor in connection with this Agreement and the Grant Proceeds and the terms and conditions of this transaction confidential, except to the extent necessary to comply with applicable law or by direction of Enterprise and provided further that Grantee may disclose terms of this Agreement to Grantee’s Representatives, Subrecipients and to Subcontractors, only to the extent such disclosure is necessary to Grantee’s work under this Agreement, the use of such information is limited to the performance of the services described under this Agreement and all parties receiving Confidential Information agree to be bound by the confidentiality restrictions set forth herein. The term “Confidential Information” means any and all proprietary confidential or non-public information in any form obtained by a receiving party or its personnel, employees, subcontractors, subrecipients or agents in its performance of this Agreement. All recipients of Confidential Information shall use exercise extreme care to take all measures which are reasonably necessary in order to maintain and protect the confidentiality of the information compiled by or provided to the Grantee in the scope of its work under this Agreement. Furthermore, Grantee, Grantee’s Representatives, Subrecipients and Subcontractors shall not disclose any terms and conditions relating to the Prime Grant (i.e., Enterprise’s source of funding for the Grant Proceeds) to any third party. The Parties’ obligations under this section shall survive termination of this Agreement. For purposes of this section, “Representatives” shall mean either Grantor’s or Grantee’s directors, officers, employees, auditors and legal counsel. Grantor agrees to keep Confidential Information that it receives under this Agreement confidential, except to the extent necessary to comply with applicable law or court order and provided further that Grantor may disclose the terms of this Agreement to its Representatives. Furthermore, for the avoidance of doubt, Enterprise may share the reports delivered by the Grantee pursuant to this Agreement with Grantor’s Representatives and its prime grantor and Enterprise may publicize the Grant, Grantee, Subrecipient and any Subcontractor in press releases, press conferences or internal or external publications or other communications as Enterprise may deem appropriate in its sole discretion.

Should Grantee determine that disclosure of Confidential Information is required by law, Grantee will provide Enterprise reasonable advance notice (at least ten (10) business days) to the extent such notice is permitted by law, so that Enterprise may take any steps it deems necessary to protect its rights and interests, including seeking relief through court action.

Use of Information

A. The Grantee grants Enterprise and to Municipality/County the right to use the data and information provided to them by the Grantee for purposes deemed appropriate by Enterprise or Municipality/County.

B. Unless Enterprise designates otherwise in writing, all information or data and all other documents generated or collected by the Grantee and solely related to the scope of its work under this Agreement shall be deemed to be the property of Enterprise and Enterprise’s grantor. No one else shall have any right, including, but not limited to, intellectual property rights (including trademark and copyright rights) in those items. No use of such materials or information shall be made other than for the purposes identified in this Agreement without permission of Enterprise. Consistent with these provisions, the Grantee shall have the right to keep and use all copies of its work product and all information, training materials, procedures, and other performance related work and documentation adapted for use by Grantee, any Subrecipient, or Subcontractor in the normal course of its work.

Notification of Significant Occurrences
A. If any specific event or conjunction of circumstances threatens the successful completion of the Work Plan, in whole or in part, including where relevant, timely completion of the activities/deliverables (as described in the program budget, the “Deliverables””) or other requirements, the Grantee agrees to submit to Enterprise and Municipality/County within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

B. The Grantee shall immediately notify in writing Enterprise and Municipality/County of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Grantee or any Subrecipient or Subcontractor funded through this Agreement, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of the project; any destruction of property; significant damage to the physical plant of the Grantee; or other matters of a similarly serious nature. The Grantee shall, in addition, promptly report to Enterprise and Municipality/County the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Grantee, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Grantee’s business. Such report shall be made within five (5) business days following the Grantee becoming aware of such events, investigation, or audit.

**Default and Remedies**

It shall be an event of default (“Event of Default”) hereunder if (i) Grantee misappropriates funds under this Agreement or commits fraud regarding grant funds entrusted to its custody, (ii) Grantee fails to observe or perform any other material term, covenant or condition contained in this Agreement, or failure to remedy circumstances threatening the successful completion of the Work Plan (as described under “Notification of Significant Occurrences” above), and such failure continues unremedied for a period of fifteen (15) days after written notice thereof has been given to Grantee by Grantor specifying such default and requiring it to be remedied or, if such failure is not reasonably capable of being remedied within such 15-day period, Grantee has not commenced remedial action and is not proceeding with diligent efforts to remedy such failure as determined by Grantor in its reasonable discretion, (iii) a Grantor, in its sole discretion, determines that Grantee is not likely to complete the Work Plan or any substantial component thereof in a timely manner; (iv) Grantee or any executive, director, chief operating officer or key employee is convicted of a felony, (v) Grantee has made a material misrepresentation to the Grantor under this Agreement or under its response to Grantor’s Request for Proposals in connection with the Grant Proceeds, (vi) the occurrence of a material change in the management, ownership interests or business operating condition of Grantee that is reasonably likely to result in a material adverse effect on Grantee’s ability to perform hereunder; (vii) a material adverse change occurs in Grantee’s financial condition, (viii) upon the institution by or against Grantee in a bankruptcy proceeding, (ix) Grantee commits malfeasance in its conduct contemplated by this Agreement, (ix) Grantee or any executive, director, chief operating officer or key employee commits gross negligence, willful misconduct and/or fraud as it pertains to this Agreement and/or the Grant and/or (ix) the default of any other grant or loan from Enterprise, its affiliates, subsidiaries, or supporting organizations to Grantee or its affiliates, subsidiaries, or supporting organizations. Upon the occurrence and during the continuance of an Event of Default beyond the expiration of all applicable notice and cure periods: (i) Enterprise may require and Grantee shall accept technical assistance which Enterprise deems necessary to complete the Work Plan or any part thereof, (ii) Enterprise may terminate this Agreement, and/or (iii) Enterprise may demand that any Grant Proceeds unexpended by Grantee be returned to the Grantor and the Grantee shall so return the funds within three (3) business days of demand therefor (iv) Enterprise may demand that any Grant Proceeds that were misappropriated or otherwise deployed by Grantee in any manner other than as expressly permitted under this Agreement be returned to Grantor within three (3)
business days of demand therefor and (v) Enterprise may seek, or appoint a designee to seek, any other remedies available to the Grantor at law or in equity, including the specific performance by the Grantee of its obligations hereunder. If Enterprise determines that Grantee is in breach of any Anti-Corruption/Bribery or Sanctions provisions above, Enterprise may terminate this Agreement immediately, without any further obligation or liability to Grantee and may disqualify Grantee from receiving any other grants or financing from Enterprise in the future. In addition, if Enterprise’s grantor undertakes any action to terminate, suspend or limit Enterprise's access to the Prime Grant or reduce the amount of the Prime Grant for any reason, Grantee agrees Enterprise may terminate this Agreement for convenience and Enterprise’s obligations hereunder will cease.

Upon termination, Grantee shall provide Enterprise with a final report as described above within three (3) business days of the termination date.

Grantee acknowledges that it is receiving Grant Proceeds pursuant to that certain side letter dated [___] from Grantor to Municipality/County (the “Side Letter”) and that certain request letter dated [___] (the “Request Letter”) from Municipality/County to Grantor. Municipality/County shall be entitled to pursue the remedies enumerated herein upon an Event of Default subject to the prior rights of Grantor under this Agreement.

Notwithstanding the foregoing, however, Municipality/County may direct Enterprise to cease funding to Grantee in the event Municipality/County, in its sole discretion, has determined that Grantee has failed to observe a Program requirement, including failure to meet its obligations under this Agreement.

The rights and remedies of Enterprise under this Agreement are not exclusive and are in addition to any other rights and remedies provided by law or equity. Enterprise’s rights and remedies hereunder shall survive the termination of this Agreement.

**Survival**
Except to the extent set forth to the contrary under this Agreement, the terms and conditions of this Agreement shall remain in effect until the last to occur of: (a) the date that the Grant Proceeds have been disbursed; (b) the date that all reports and records due by Grantee to Enterprise have been submitted to and approved by Enterprise; (c) the date that there has been a closeout between Enterprise and Grantee of all issues arising out of the Grant Proceeds and this Agreement; or (d) the date the Work Plan is completed.

**Indemnification**
The Grantee, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify Enterprise, and the City of New York, including their respective directors, officers, agents and employees from and against any and all third party costs, losses, actions, liability, demands, claims, damages and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise’s and Municipality/County’s costs and reasonable legal fees) incurred in connection with this Grant or that arise out of any act or omission of the Grantee, any Subrecipient or Subcontractors or of any of their respective employees or agents except to the extent any such costs, liability, demands, claims, damages or expenses result from Grantor’s gross negligence or willful misconduct. The Grantee shall be solely responsible and answerable in damages for any and all accidents or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Grantee, any Subrecipient or Subcontractor pursuant to this Agreement. Grantee’s obligations under this section shall survive termination of the agreement.
The Grantee is an independent contractor and may neither hold itself out nor claim to be an officer, employee or agent of Enterprise or Municipality/County, nor make any claim, demand or application to or for any right based upon any different status.

**Release**
Neither Enterprise, Municipality/County nor any of its respective affiliates, officers, directors, employees, consultants or advisors (the “Enterprise Parties” or the “Municipality/County Parties,” as applicable) shall be liable to Grantee, Subrecipients, the Subcontractors, their respective officers, directors, employees, contractors, consultants, tenants or advisors (the “Grantee Parties”) for any liability of any kind (including, without limitation, any liability under tort, negligence, strict liability, or other legal or equitable theory, for loss of profits, indirect, exemplary, special, incidental, or consequential damages, punitive losses, lost revenues, or cost of procurement of substitute programs or services) relating to or arising out of this Agreement, nor shall the Enterprise Parties nor the Municipality/County Parties be required to indemnify or insure the Grantee Parties against any such liability. Notwithstanding the foregoing, in the event Enterprise misappropriates Grant proceeds hereunder or commits fraud with respect to the handling of Grant funds in its custody, Enterprise’s monetary liability to Grantee hereunder shall be limited to the amount that is determined to have been so misappropriated, subject to the prior rights of Enterprise’s grantor.

**Conflicts of Interest**
Except for approved eligible administrative and personnel costs shown in the budget (Exhibit B hereto), none of Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Grant Proceeds, and no other public official of Grantee or such authority or authorities who exercise or has exercised any functions or responsibilities with respect to the Grant Proceeds during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Grant Proceeds, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Grant Proceeds, or in any activity, or benefit therefrom, which is part of the Work Plan at any time during or after such person's tenure. The Grantee will not hire any person who has any direct or indirect financial interest that would conflict with performing the services contemplated under this Agreement.

**Notices**
Any notice or communication given under this Agreement shall be in writing and delivered by hand or mailed by first class mail (confirmed by email or fax), postage prepaid (mailed notices shall be deemed given three (3) Business Days after mailing) or reputable courier, or by e-mail with a hard copy sent by one of the methods identified above, to the addresses set forth under the cover page of this Agreement.

**Governing Law**
This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New York, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of New York, as appropriate, or Federal District Court, with venue in the United States Court for the Southern District of New York and the Grantee consents to the in personam jurisdiction of such courts.
The Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

**Nonwaiver**
The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option hereunder shall not be construed as a waiver or relinquishment for the future of such term or option from exercising any such right, power or remedy upon default at any later time or times.

**Personal Information Protection**
The Grantee represents that it has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Information; and (ii) reasonably designed to help protect the Personal Information from unauthorized access, use, modification, disclosure, or destruction. “Personal Information” means any information concerning a natural person which, because of name, number, symbol, mark or other identifier, can be used to identify the individual.

**Special Conditions**
Grantee agrees to recognize Enterprise as a funding partner in the proposed project and shall favorably acknowledge Enterprise as a funder in all media publications relating to the project, provided, however, that Grantee shall not issue any public statements regarding the Grant or this Agreement without Enterprise’s prior written consent.

**Third Party Beneficiaries**
Except to the extent set forth under the Prime Grant and except for those provisions in this Grant Agreement in which certain rights are conferred upon Municipality/County, which provisions are expressly intended to be for the irrevocable benefit of, and shall be enforceable by, Municipality/County, nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto or their upon any person, other than the parties hereto or their respective successors, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**Miscellaneous**
This Agreement constitutes the entire agreement between the Parties, superseding all prior agreements, either oral or written.

**Assignment**
Grantee may not assign this Agreement without the written consent of Enterprise.

**Severability**
Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.
**Counterparts**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart. Signatures delivered by facsimile transmission or scanned and delivered by email shall be treated for all intents and purposes as originals.

**Construction Rider**

In the event Grant Proceeds are expended to fund the acquisition, rehabilitation, improvement, or demolition of real property, Grantee shall comply with the terms and conditions set forth under the Land Acquisition and Construction Rider hereto.
LAND ACQUISITION AND CONSTRUCTION RIDER

A. At least one month prior to the expected start of any demolition, construction, or rehabilitation, the Grantee shall submit to Enterprise and to Municipality/County a package of all relevant due diligence, including appraisals, market studies, environmental reports, financial pro-formas (including estimated affordability levels at completion), and information on development team capacity. Work may not begin without Enterprise’s written approval.

B. The Grantee represents, warrants and covenants that any construction, demolition or rehabilitation of real property performed in connection with this Agreement shall be in compliance with all applicable laws, rules, restrictions, orders and regulations, including but not limited to, environmental laws and regulations and locally accepted construction practices. In addition, The Grantee will make its best effort to meet Enterprise Green Communities criteria: http://www.enterprisecommunity.org/solutions-and-innovation/green-communities/criteria

C. The Grantee represents, warrants and covenants that any foreclosed upon or blighted residential property acquired or developed with Grant Proceeds must be purchased at a price that does not exceed the current value of the site, based on an independent appraisal or Broker Price Opinion.

D. The Grantee represents, warrants and covenants that, satisfactory completion of an environmental review in compliance with the scope and limitations of ASTM Practice E 1527-05 Phase I Environmental Site Assessment standard prior to the release of Enterprise funds for the project. For single family properties, not adjacent to uses that may have an environmental impact, a National Environmental Policy Act (NEPA) review in accordance with HUD Environmental Standards, in particular a review of toxic or hazardous substances and radioactive materials in similar scope to HUD Notice 79-33, and a review of siting for HUD-Assisted Projects near Hazardous Operations, pursuant to 24 CFR 51 C, will be accepted in lieu of a Phase I Environmental Site Assessment. If a NEPA review cannot be performed, Enterprise may accept, at its discretion, a review performed by an environmental officer in the local jurisdiction referencing history or evidence of spills, evidence of tanks, vegetation damage, flood plain, noise abatement/control issues in the area, presence of lead and asbestos, and other environmental risk factors. The officer must state that there is no evidence of hazardous materials, contamination, chemicals, gases, or other environmental risk factors.

E. The Grantee represents, warrants and covenants that the price to homebuyers or rents to tenants for homes or other units financed with Grant funds will not exceed the cost to acquire and redevelop/rehabilitate the home plus an administrative fee and related costs. Rental projects must serve residents with incomes at 80% AMI or below; this restriction applies for at least ten (10) years from the initial date of occupancy. Homeownership projects must serve residents with incomes of 120% AMI or lower; this restriction applies for at least ten (10) years from the initial date of occupancy. The Grantee shall incorporate this restriction into those deeds transferring any real property or any leases or other instruments conveying real property benefiting from this Agreement; the Grantee will obtain written approval to the proposed restrictive covenants from Enterprise prior to the use thereof.

F. The Grantee represents, warrants and covenants that:
i. it, and its Subrecipients, Subcontractors, will maintain all industry standard insurance, as deemed appropriate by Enterprise, throughout the duration of this Agreement; and that

ii. neither it nor any of its Subrecipients, or any of its Subcontractors will engage in any construction, demolition or rehabilitation in connection with this Agreement without having first provided all those items listed in the Grantee Due Diligence Checklist (enclosed under Exhibit D) hereto to Enterprise.

G. The Grantee represents, warrants and covenants that, prior to disposition, it will address any lien or encumbrance of any variety on any real property benefitting from the Grant governed by this Agreement.

H. The Grantee agrees to comply with the requirements set forth under Exhibit E below for all Subrecipients and Subcontractors hired to undertake any construction, demolition and/or rehabilitation activity funded in connection with this Agreement.
LIST OF EXHIBITS

- Exhibit A – Work Plan
- Exhibit B – Program Budget
- Exhibit C – Quarterly Payment Requisition Checklist
- Exhibit D – Grantee, Subrecipient and Subcontractor Due Diligence Checklist
- [Exhibit E – Minimum Standards for Demolition, Rehabilitation, or New Construction Contractors]