

WILSON HOUSING AUTHORITY

REQUEST FOR QUALIFICATIONS

NORTH CAROLINA TAX CREDIT (LIHTC) DEVELOPER

For submission of LIHTC award and/or

Other funding Methods

FOR

TASMAN TOWERS

213 Broad St, Wilson, NC.

58 One Bedroom Apartments

Single Five Story Building

Due: December 19, 2023

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Solicitation Summary

The Wilson Housing Authority (the Authority) is seeking proposals from qualified developer partners to participate in its rehabilitation of Tasman Towers, a 58-unit mid-rise affordable housing facility.

The Authority is considering rehabilitation using any combination of bonds, tax credits and AUTHORITY insured financing. It reserves the right to select one developer partner or to not make an award.

The Authority is seeking a developer who can provide resources to assist with the rehabilitation of Tasman Towers. The Authority will require that it be listed as a Co-Developer. To create the desired results will require comprehensive planning, leveraging resources, and the coordination of planning efforts.

Developer partner must include corresponding resumes, and evidence of recent successful experience in financing, development, rehabilitation, construction, owning and/or operating similar properties. Developer partner must demonstrate that they have experience as the lead developer with at least two LIHTC successfully completed projects within the past 5 years; under our scoring system, developers who have successfully completed LIHTC projects in North Carolina within the past Five (5) years may receive up to Five (5) bonus points. **Submissions shall be 1 hard copy and 1 digital copy. Digital copy can be on a thumb drive or emailed if under 10 MB.**

Following the submission of proposals on December 19, 2023, the Authority will create a shortlist, based on the predetermined evaluation criteria, of 2-4 developers who may then be requested to participate in in-person interviews.

Please direct all inquiries regarding the Request for Qualifications to the following individual:

Kelly Vick
301 Nash st
Wilson, NC 27893
kvick@wilsonha.org

The Authority will acknowledge proposals received on or before December 19, 2023, at 2:00 p.m. (EST). Proposals received after this date and time will not be accepted.

The Authority reserves the right to reject any or all proposals/packages, and to advertise for new proposals/qualifications to accomplish this solicitation by any means determined to be in the best interest of the Authority.

The Authority will evaluate proposals to determine the best proposal to satisfy the needs of the AUTHORITY.

PART 1 - GENERAL INFORMATION

1.1 Executive Summary

The Wilson Housing Authority (AUTHORITY) is seeking a Developer Partner to partner in the renovation of Tasman Tower owned by AUTHORITY.

The AUTHORITY provides affordable housing to people in the City of Wilson, North Carolina and is committed to providing quality, affordable housing in safe and economically viable neighborhoods through partnerships with our residents and other groups, fostering neighborhood development and opportunities for those we serve to achieve self-sufficiency. The AUTHORITY receives funding through the Federal Housing and Urban Development Department (HUD) to administer affordable housing programs.

The AUTHORITY envisions that the selected developer partner would be responsible for working with the AUTHORITY and its related entities (AUTHORITY and its related entities, as used collectively herein, (the "Authority")) in arranging the appropriate financing for all phases of renovation in conjunction with the renovation of Tasman Tower. The developer partner would also be responsible for seeking tax credits as well as other financing.

1.2 Rules, Regulations and Licensing Requirements

The developer partner shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest. The developer partner must be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the services to be provided. The developer partner must not be debarred, suspended, or otherwise ineligible to contract with AUTHORITY, and must not be included on the General Services Administration's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" or HUD's Limited Denial of Participation List.

1.3 Contract Form and Issues

No contractual rights shall arise from the process of negotiation until such time as the AUTHORITY and the selected Developer Partner have signed an agreement. Work under the agreement shall commence immediately upon execution of such agreement. Parties further concur that the AUTHORITY must approve the agreement and both agree to work diligently to implement changes as required.

1.4 Incurred Cost in Preparation of Proposals

The developer partner shall be responsible for all costs in preparing a response to this REQUEST FOR PROPOSALS. All material and documents submitted by prospective developer partner shall become property of the AUTHORITY and will not be returned. The developer partner selected for further interviews and negotiations shall be responsible for all costs they incurred during the process.

1.5 MBE/WBE Utilization and Resident Employment Goals

The AUTHORITY is committed to achieving diversity in the award of contracts and in the purchase of goods and services throughout all aspects of the development initiatives. It is the policy of the AUTHORITY to provide minorities and women equal opportunity to participate in all aspects of AUTHORITY contracting and purchasing programs, including but not limited to, participation in procurement contracts for commodities and services as well as for contracts relating to construction, repair work, and/or leasing activities.

Furthermore, it is the policy of the AUTHORITY to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, sex, religion, familial status or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination.

The AUTHORITY in cooperation with other local, state, and federal agencies, and with the assistance of minority groups and agencies, seeks to identify qualified minority and women business enterprises and offer them the opportunity to participate as providers of goods and services.

It is expected that developer partner will submit, as a part of their response to this RFQ, their goals for MBE/WBE for this particular project. The AUTHORITY has a 20% goal for participation of Minority Businesses and Women Business Enterprises for this project.

PART II - PROJECT INFORMATION

2.1 General Overview

- A. All communications regarding this RFQ shall be in writing, preferably by email, and must be directed to the following individual:

Kelly Vick
301 Nash Street
Wilson, NC 27893
kvick@wilsonha.org

- B. **Oral Communications:** Any oral communications shall be considered unofficial and non-binding with regard to this RFQ.
- C. **Questions/Clarifications Submission Deadline:** Any questions or requests for clarification shall be directed via email to the individual listed under paragraph A above on or before December 10, 2023.
- D. **Delivery Requirement:** Each developer partner shall assume the risk of the method of dispatching any communication or proposal to AUTHORITY. AUTHORITY assumes no responsibility for delays, delivery or system failures resulting from the dispatch.
- E. **Reservation of Rights:** AUTHORITY reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.
- F. **Amendments:** Only AUTHORITY's official responses and other official communications pursuant to this RFQ shall constitute an amendment to this RFQ.
- G. Only AUTHORITY's official, written responses and communications shall be considered binding with regard to this RFQ. AUTHORITY reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFQ (e.g., written, facsimile, electronic mail, posting on AUTHORITY's website or other electronic means).
- H. **Modification of Solicitation:** AUTHORITY reserves the right to increase, reduce, add, or delete any item, service or activity to this solicitation as deemed necessary where it is consistent with AUTHORITY's policies or strategies to do so.
- I. **Modification of Contract:** AUTHORITY reserves the right to increase or delete any scheduled items, goods, services or activities, and/or increase or reduce the quantity of any scheduled item, goods, service or activity as deemed necessary, to award portions of this RFQ, to waive minor informalities and technicalities, and to make awards consistent with AUTHORITY's policies, and the applicable laws governing HUD or other federally regulated programs.
- J. **Contractor Status:** The Contractor shall be an independent Contractor, and will not be

an employee of AUTHORITY.

- K. **Funding Limitations:** AUTHORITY shall not be bound to any contract if funding has been disallowed by HUD.
- M. **Government Restrictions:** In the event any governmental restrictions may be imposed, which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful developer partner to immediately notify AUTHORITY in writing specifying the regulation which requires an alteration. AUTHORITY reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to AUTHORITY.
- N. **Section 3:** The successful developer partner shall comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701U, and the regulations issued pursuant thereto, as set forth in 24 C.F.R. Part 135, and all applicable rules, directives and orders issued by HUD thereunder. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment generated by a Section 3 covered contract be given to public housing residents and other low-income persons residing in Wilson County, North Carolina, and subcontracts in connection with such contracts be awarded to Section 3 covered business concerns.
- O. **Due Diligence:** All procurement transactions shall be conducted only with responsible contractors, that is, those contractors who have the technical and financial competence to perform and who have a satisfactory record of integrity and performance. Where warranted and before awarding a contract, AUTHORITY shall review the proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity, compliance with public policy, record of past performance (including vendor performance reports and contacting previous clients of the contractor), and financial and technical resources. Contracts shall not be awarded to debarred, suspended, or ineligible contractors. AUTHORITY shall not contract with firms and/or individuals listed on List of Parties Excluded from Federal Procurement and Non-procurement Programs. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared, and the prospective contractor shall be advised of the reasons for the determination.

2.2 General Scope of Services

The Authority is seeking proposals from an experienced professional developer partner of affordable housing to plan, finance, and implement innovative renovation for a tax credit project. We are seeking a developer who can provide financial resources to assist with the development of this project. Further, the developer partner is expected to provide the necessary research, documentation and completion of a LIHTC 9% application for the coming LIHTC funding year. AUTHORITY prefers to undergo a 9% preservation LIHTC program. The developer partner will assist AUTHORITY through this process and advise AUTHORITY staff on financing strategies, LIHTC rules and the application process.

The successful firm(s) are preferred to possess or have available consulting and technical expertise in the following HUD Programs, HUD Regulations and related areas: Low Income Public Housing Program, Housing Choice Voucher Program, Tax Credits, and related programs of affordable housing and/or public housing units/communities. The firm(s) must also excel in preparing low income housing tax credit applications and providing technical guidance to housing authorities regarding LIHTC and other development/repositioning initiatives. This solicitation is subject to the project budget and fiscal provisions under which AUTHORITY operates and award of a contract, subject to funding availability and AUTHORITY determination, in its sole and absolute discretion, of its needs.

Through this solicitation, the AUTHORITY will select one developer partner. The selected developer partner will be required to propose financing strategies for the property. The strategies shall provide supporting documentation and information in sufficient detail to be competitive in the 9% LIHTC application process. This process may include feasibility studies, needs analysis, site scoring analysis and others.

AUTHORITY desires to have an aggressive approach which includes the submission of a 9% tax credit application in the next available cycle. If necessary, AUTHORITY is considering using bond and 4% tax credits as a secondary option.

The AUTHORITY also expects for the developer partner to assist in the formulation of a viable relocation plan for public housing residents (the majority of who have already been relocated), if appropriate and/or required. Secondly, the developer partner shall develop a financing plan and package specific to financing sources for the project. The developer partner, in the AUTHORITY's sole discretion, may be requested to serve in the role of Property Manager for the Tax Credit developments. Though the intent is for AUTHORITY to serve as Property Manager as AUTHORITY currently has experience in this arena.

2.3 Preferred Concept(s)

AUTHORITY desires to manage the Low Income Housing Tax Credit Units. However, in recognition of the investor's contribution and risk, there is an initial period in which the investor or its designee may prefer to manage the properties. At a mutually agreed upon and appropriate time, the AUTHORITY or its designated affiliate intends to resume management of the Tax Credit units.

2.4 Development Strategy

In undertaking this initiative, the Authority is seeking a developer partner that can provide creative and innovative ways of financing and renovating its property in carrying out the mission of providing affordable housing within a mixed - income environment.

The development strategy must address the following:

- A. Providing high quality housing that will be attractive, energy-efficient, and will have long-term viability.

- B. Identifying new forms of ownership, management, financing, resident selection, and service delivery that will assist the Housing Authority in carrying out its mission of providing high quality safe living environments.
- C. Leveraging funds to the maximum extent feasible by aggressively pursuing both the public (state, local, and federal) and private (foundations, conventional, equity, and debt, etc.) sources of funding.
- D. Ownership Structure:

The developer partner and the Authority will develop an ownership structure that complies with all Federal regulatory requirements. The structure will identify and define the role of each entity involved. It is the intent of the Authority to negotiate a development agreement with its developer partner. The Authority reserves the right, in its sole discretion, to serve through a related Authority-controlled entity to serve as co-general partner or owner entity an interest of the general partner; provided, however, all ownership structures must be approved by HUD. The Authority will favorably review creative proposals that mitigate risk to the Authority and provide significant fees to the Housing Authority for each phase of the development.

2.5 Role of the Wilson Housing Authority

The Authority will play the following roles in the development process:

A. Housing Authority Role as Co-Developer and Receipt of Fees.

The Authority expects to play a significant role in each phase of development and may in its sole discretion, elect to serve through a related entity as a co-general partner of each phase owner entity. The Authority expects to receive an appropriate portion of the developer fee and cash flow for each phase and will view proposals that structure and budget such fees most favorably for the Authority.

The Authority will favorably review creative proposals that structure *ground* lease payments or other fees in addition to the Authority's receipt of a portion of the developer fee and cash flow.

B. Deal Structure for RAD Sites and Other Sites

The developer partner will be responsible for providing comprehensive services with respect to the physical improvements. As landowner and asset manager, the Authority or its development entity will be concerned about preserving long - term asset value through attentive property management, and ensuring compliance with applicable HUD and Authority management requirements. The exact terms and relationships for property management are to be negotiated with the development entity. However, it will be the intent of the Authority to negotiate a specific management initiative that will transition the responsibility of property management to the Authority over an agreed upon period of time and upon mutually agreeable benchmarks that will be negotiated prior to each phase.

C. Cooperate with Developer to Obtain Low Income Housing Tax Credits

The Authority will partner with the developer partner to obtain Low Income Housing Tax Credits ("LIHTC"). The developer partner will be responsible for preparing the LIHTC application for review, comment and approval of the Authority. After receipt of the Authority's approval of an LIHTC application, the developer partner shall be responsible for making timely application for tax credits to develop each tax credit phase of the conversion or development. The developer partner may suggest an alternative financing structure when appropriate.

The Authority may, in its sole discretion, use its bonding authority to secure bonds for assisting in financing all identified conversion or development projects.

D. Option/Right of First Refusal

The Authority shall have a right of first refusal to acquire the property at the minimum price permitted under the Internal Revenue Code (i.e. existing debt plus exit taxes).

E. Legal Counsel

The Authority will retain legal counsel for the revitalization efforts for its sole use. The developer partner has the responsibility of providing its own legal services.

2.6 Role of Developer Partner

The developer partner shall be a partner in the effort to renovate Tasman Towers. The developer partner shall be required to work closely with the Authority throughout the revitalization effort. The developer partner will be responsible for:

A. Preparing and submitting a complete tax credit application(s) to NC Housing Finance Agency and other appropriate agencies in a timely manner.

B Complying with all representations, terms, conditions, and requirements set forth in the Authority's requirements with HUD.

C. Work closely with AUTHORITY's legal counsel regarding financing structuring as it relates to IRS Code Section 42, IRS Technical Advice Memoranda (TAMs), other relevant Code Section and other applicable federal, state and local regulations.

D. The selected developer partner will be responsible for additional market analysis and appraisals to develop and obtain financing for any development phase of the conversion or development.

E. Preparing applications to obtain 9% and/or the 4% tax credits and bond application allocations from the North Carolina Housing Finance Agency and Development Authority in accordance with the qualified allocation plan. The developer will also be responsible for soliciting, following approval of the solicitation process by HA.

- F. Determining realistic public and private financing sources, use, schedule, and availability, assembling financing packages, preparing necessary financing applications, and providing all necessary financial guarantees and assurances.
- G. Coordinating all development activities, including reporting and budget requirements, with the Authority.
- I. Developing and implementing a Section 3 Employment Program.
- J. The Authority will rely upon the developer to finance predevelopment activities but May in its sole discretion, provide other financial sources. The Authority expects the developer to be responsible for all predevelopment costs.
- K. Identification of various options concerning the following:
 - a. Feasible financial resources needed and available to implement the plan (i.e. private market lenders, limited partnerships, bond financing, tax credits, Affordable Housing Act initiatives, federal insurance programs, and equity.
 - 2. The plan must address financing in satisfaction of due diligence and the underwriting requirements of conventional lenders, the U. S. Department of Housing and Urban Development (HUD), and the Authority.
- P. The Authority envisions that there may be multiple sources of funding, which may include the following:
 - 1. NCHFA Low-Income Housing Tax Credits
 - 2. Bond Financing
 - 3. Local Contributions
 - 4. FHA Financing
 - 5. HOME Funds
 - 6. AHP Grants

2.6.1 Sources of additional funding may be sought through economic development grants, etc.

- A. Recommendation of management and marketing options that will insure the successful implementation of the development plan.
- B. Procure construction of each phase of the revitalization work in accordance with HUD and Authority requirements. Oversee construction and ensure completion in a timely and effective manner. Ensure all required occupancy permits and other necessary approvals are obtained after construction completion to permit occupancy and operation of the development.
- C. Implement management policies and over lease-up activities. Provide day-to-day management and maintenance.
- D. Coordinate, conduct, and document all meetings with any and all public housing residents and resident associations in the surrounding neighborhood, city agencies, officials, HUD, Authority staff; businesses in the area, and any other.

- E. Identify and secure appropriate detailed financial information to support the revitalization and any supportive service initiatives identified.
- F. The selected developer partner shall provide written monthly status reports as well as written and verbal presentations to the Authority. Compliance with the MBE/WBE hiring/training of low-income residents (Section 3) and resident owned businesses must be a part of the monthly status report.
- G. Provide development, operating, and tax credit recapture guarantees, as required by Lenders/Equity Providers. Provide a performance and completion guaranty to the Authority.
- H. Secure an option/right of first refusal for the Authority with LIHTC investor and minimize investor exit taxes due when the Authority exercises its option or right of first refusal.

PART III - PROCUREMENT PROCESS

3.1 Directions for Submission

One (1) bound and secured copy of proposal, one of which shall be clearly identified with original signatures and in printed form and a labeled electronic format on a thumb drive. Email is optional if under 10 MB.

To assure that your-proposal arrives at the proper place, on time, and to prevent opening by unauthorized individuals, your proposal must be identified on the envelope or package as follows:

Wilson Housing Authority - Tax Credit Developer Partner Qualifications

Kelly Vick
301 Nash St
Wilson, NC 27893
kvick@wilsonha.org

3.2 Qualification Criteria

Development Team

The developer partner for this project must be capable of handling the development and ongoing oversight of the revitalization projects. The selection committee will evaluate the following:

- A.** Previous experience developing and managing affordable housing, including both public housing and low-income tax credit housing.
- B.** Previous experience and success in securing financing for mixed finance affordable housing particularly Low Income Housing Tax Credits and Tax Exempt Bond Financing.
- C.** Previous experience providing development and financial advisory services to Public Housing Authorities.
- D.** Financial capability to complete the project.

The developer partner should be experienced in financing, managing, and developing multi-family rental housing, and may include construction, legal, and financing professionals as well as licensed general contractor with demonstrated financial capability.

3.3 Qualification Response and Technical Response Requirements

The developer partner shall be required to submit the following information in narrative and/or diagrammatic presentation:

A. Team Participants and their Specific Roles

All entities that comprise the team shall be identified, indicating their specialization(s) and specific contribution to the team. Development partners are encouraged to include specialists for all components of the program including, construction, legal, and financing professionals, as well as expertise in integrating community and supportive services. The project manager shall be clearly identified. Ultimately, the identified project manager shall be held responsible for the performance of all members of the development team. If the team members are unrelated parties, the managing party (Project Manager) should enter into individual agreements with each member to assure performance. Any M/WBE team members shall be so identified.

B. Personnel and Table of Organization

Development partner shall submit an organizational chart showing all of the individuals that will be assigned to this development effort. This chart should reflect the hierarchy and lines of communication. Also, resumes of the key individuals shall be included with a detailed description of the responsibilities that they will be required to perform. Additionally, with respect to the project manager and lead individuals in each discipline, describe the degree to which such individuals and firms can dedicate their professional time to this initiative.

C. Financial Statements

Development partner shall provide a current financial statement of the development entity, prepared by a certified public accountant along with the most recent audited financial statement. The statement shall show assets, liabilities, and net worth of the entity. These statements shall demonstrate the financial capacity of the developer partner, or entity what would most likely be responsible for executing all applicable guarantees.

D. Financing Plan

The development partner shall include a discussion of proposed financing plans. This narrative shall include the development team's reaction to the financing options included in the REQUEST FOR QUALIFICATIONS and include any suggested alternate or additional source of funding. The developer partner shall also indicate if the development entity plans to make any cash investment in the project and shall address its perspective on the priorities of the AUTHORITY as set forth in this RFQ.

E. References

Three to five (3-5) references shall be submitted for each member of the development team. References that are relevant to the scope of work as anticipated in this REQUEST FOR QUALIFICATIONS are desirable.

F. Development Capacity

Development partner should indicate their ability to devote significant team resources to the project.

G. MWBE/Section 3 Goals

The response shall include a discussion of the approach and methods the development team would utilize to encourage MWBE and Section 3 participation in the project. Demonstrated performance by team members successfully implementing programs to maximize minority utilization in other projects will be viewed favorably by the selection committee.

3.4 Certifications and Assurances

The REQUEST FOR PROPOSALS as a general requirement specifies that all work be performed in accordance with professional standards, HUD regulations, requirements and criteria, and local codes, regulations, ordinances and statues. It is the Authority's full expectation and it will be a contractual requirement that the successful developer partner fully and routinely meet this requirement.

Provide all required certifications on forms included as *Attachments* of the REQUEST FOR PROPOSALS as follows:

- Solicitation Cover Sheet
- Instructions to Bidders for Contracts (HUD 5369)
- Instructions to offers (HUD 5369-B)
- Cover Letter of Interest
- Statement of developer partner's Qualifications-Professional Services
- Form HUD — 5369A Representations , Certifications & Other Statements Form HUD — 5369C Certifications and Representations of Developer partner
- Certificate stating your firm has never been Debarred or Suspended from Doing Business in North Carolina
- Form of Non-Collusive Affidavit
- Economic Opportunity Policy
- General conditions for Non-Construction Contracts (HUD 5370-C) Certification of Equal Employment Opportunity Agreement

3.5 Organization of Qualifications

The instructions below provide further guidance on the preparation of Qualifications. Their purpose is to establish the requirements; order and format of qualifications so that submissions are complete, contain all essential information and can be evaluated easily.

Assemble your submission in the order described below:

A. Letter of Interest

Each submission shall be accompanied by a letter of interest listing the development team members and identifying the primary contact person. The letter should summarize briefly the team's qualifications and past experience relevant to the proposed project.

B. Team Experience and Qualifications

1. Organizational Chart

Development partner shall submit an organizational chart showing all of the individuals/firms that will be assigned to this development effort. This chart should reflect the hierarchy and lines of communication. Provide a narrative on the composition of the development team, including developer partner, developer attorney, general contractor, financial advisor (if applicable), property Management Company, and the anticipated relationships of these team members. Also, in accordance with the stated preferences of the Authority in this RFQ, please clearly identify how you propose to involve the Authority as a co-developer and in the ownership structure.

b. Profile of the Developer Partner

- Provide an overview of developer partner experience in developing housing similar to what is proposed.
- Identify all market-rate, public housing, Section 8 Project Based and LIHTC efforts the development entity has been involved in.
- Provide profiles on the key staff, including the project manager that is anticipated to be involved in the Revitalization effort. This information shall specify key roles and previous experience with large housing development and revitalization efforts.
- Attach resumes of all key personnel of the development entity.
- Attach financial statements from developer partner and the individual designated as project manager.
- Attach references as described in Section 3. 4.

3. Profile of Development Team Members

For each team member not directly employed by the development entity, provide an overview of their experiences in contributing to affordable housing conversion or development in a role as anticipated in your response to this solicitation. Include the resumes of all such team members.

4. List and Executive Summary of Recent Relevant Development Experience

5. Example of at least two (2) Recent Relevant Financing Models for Development Deals

6. Application Development Schedules –

This schedule should denote the process in which the developer partner plans to aggressively meet the time frames in regards to the preparation and submission of tax credit application or applications for (AUTHORITY's highest priority). In addition AUTHORITY desires developer partner to provide a proposed schedule or schedules for the proposed financing and development milestones.

7. MWBE/Section 3 Goals

8. Contract Requirements and Certifications

Provide all required certifications on forms included as attachments of the REQUEST FOR QUALIFICATIONS as described in Section 3.5.

9. Other Attachments

Development partner may attach, at the end of their submission, other promotional materials or work products that would demonstrate their experience and qualifications.

3.6 Evaluation of Proposals

All proposals shall be evaluated based on the evaluation criteria outlined below. A Selection Committee shall be established and will be responsible for overseeing the selection process and making a recommendation for approval. The Selection Committee shall determine a competitive range based on the established criteria and point system as detailed below. Each developer partner that falls within the competitive range shall be granted an interview with the Selection Committee.

The Selection Committee may consider unacceptable any proposal for which critical information is lacking, or the submission represents a major deviation from the requirements of this RFQ. Minor omissions, such as incomplete references may be, at the sole option and discretion of the Authority, corrected subsequent to the submission due date.

3.7 Evaluation Factors

The following evaluation factors shall be used in determining the competitive range, with a total possible score of **100** points.

EVALUATION CRITERIA	MAXIMUM POINTS
<p>Experience and Qualifications: Experience in development, finance, and property management of rental housing including public housing, Section 8, RAD, tax credit, market-rate, and mixed-income. Developer partner should submit a list of references for whom the firm provided similar services. Capability and experience of the members of the Developer Partner's team; and, determination of availability of all required skills necessary for the development process. Experience with community-based development, including collaboration with community organizations. Evidence of quality performance on-time and on-budget. <u>Note:</u> Each person that the proposer intends to bill as an Attorney or an Associate Attorney must be a member in good standing of the State Bar where he/she primarily practices or is licensed, and Developer partner must list the identification number issued to that person by the State Bar.</p>	30
<p>Financial Capacity: Overall financial strength of the Developer Partner. Demonstrated record of financing affordable housing projects through a variety of funding sources and knowledge and experience working with the funding sources. Successful development of projects utilizing low-income housing tax credits. Contribution of Developer Partner and demonstrated ability to bring financial resources to leverage dollars and create a desired mix of housing.</p>	30
<p>Development: Completeness and responsiveness to all requirements and Priorities of AUTHORITY as described in this RFQ, including but not limited to participation of AUTHORITY in the development structure of. (AUTHORITY reserves the right to declare incomplete proposals as non-responsive) Demonstrated conceptual understanding HUD programs and such as HUD mixed-finance, project based vouchers, FHA Clarity and coherence of presentation. Concept and proposed structuring. Enhancement of neighborhood appearance. Plan for long-term property management and asset management. Involvement of residents in planning, operations, and benefits.</p>	25
<p>Price/Fee: Developer Partner must submit all of its proposed fees as an attachment. Developer partner should describe how it will provide services in a way that will allow AUTHORITY to (i) anticipate the estimated cost of the services;(ii) control the cost of the services. AUTHORITY reserves the right to negotiate fees and cost with the developer partner it tentatively selects and to reject that developer partner should those negotiations be unsuccessful. AUTHORITY must judge the developer partner's proposed fees to be reasonable. MWBE, Local Participation and Section 3: Provision for MWBE and Section 3 local participation, equal opportunity, affirmative action, and past experience in achieving such participation.</p>	10 5
MAXIMUM TOTAL	100 PTS

3.8 Selection Process

AUTHORITY will use the following process to evaluate proposals. In its sole discretion, AUTHORITY may change both this process and the schedule.

A. Review for Compliance with Submission Requirements

Proposals that arrive at AUTHORITY by the due date and time will be opened by AUTHORITY's Executive Director or her designee. AUTHORITY will initially review all proposals to determine if they comply with the submission requirements specified in this RFQ. AUTHORITY may reject any proposal without further review if AUTHORITY in its sole judgment determines that the proposal does not comply with these requirements. AUTHORITY may also reject without further review any proposal that in AUTHORITY's sole judgment deviates significantly from the requirements of this RFQ. AUTHORITY may, in its sole option and discretion, allow a developer partner to later correct minor omissions, informalities or irregularities.

B. Ranking

An Evaluation Committee that AUTHORITY will convene (the "Committee") will review all responsive proposals according to the criteria set forth in this RFQ for the selection of development partners that are the most advantageous to AUTHORITY based on the evaluation criteria. The Committee will rank the development partner according to said criteria. AUTHORITY may also engage in site visits, in its sole discretion, as may be deemed appropriate to determine developer partners' reasonable chance of being selected for award. The Committee shall designate the development partner, based upon this evaluation, into one of three (3) groups: (i) acceptable; (ii) potentially acceptable; (iii) unacceptable. AUTHORITY will not give further consideration to unacceptable proposals.

C. With or Without Discussions and Oral Interviews

The Committee or someone it designates for the purpose will conduct separate discussions, which will involve an in-person interview, with each developer partner designated acceptable or potentially acceptable. The purpose of these discussions would be to ensure that each developer partner understand the work to be performed.

AUTHORITY reserves the right to proceed in its evaluation without discussions.

D. Written Modification of Proposal

Each developer partner may submit a written modification of their proposal within five (5) days after any such discussion.

E. Best and Final Offers

AUTHORITY may invite the development partner deemed acceptable or potentially acceptable to submit a "best and final offer" by a specified date and time. If development partner does not submit a best and final offer, or a notice of withdrawal, the previous offer shall be constructed as their best and final offer.

F. Final Ranking

The Committee shall make a final ranking of the development partner using the criteria in this RFQ. It shall then make a recommendation to AUTHORITY's Executive Director.

G. Negotiation of Contract

AUTHORITY will attempt to negotiate a contract with the chosen developer partner, including an agreement on a fair and reasonable price. If negotiations are not successful, AUTHORITY will attempt negotiations with the next highest ranked developer partner, and so on until it contracts for a fair and reasonable price or until it terminates the process.

H. Proposal Evaluation Period

During the period when proposal evaluation is being conducted, all proposal details, analyses and scoring (preliminary or otherwise) are confidential. This measure simply maintains the integrity of AUTHORITY's procurement system. No AUTHORITY personnel in any office can discuss information pertinent to any proposal during this period. Violation of the confidentiality of proposals pending award seriously compromises AUTHORITY in establishing contractual agreements and may result in the disqualification of the developer partner from this procurement action.

3.9 Execution of Contract

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful developer partner shall execute and deliver to the AUTHORITY Board, a signed contract and all insurance certificates, licenses, permits, etc., required in this solicitation and be ready to implement the services at the end of the ten (10) day period, or such longer time period as AUTHORITY may specify in writing.

A. Laws and Regulations

The contractor(s) shall at all times observe and comply with laws, statues, ordinances, regulations and codes of the Federal, State, County and local government agencies, which may in any manner affect the performance of the contractor(s) and in particular any such laws pertaining to safety.

B. Right to Audit

Contractor shall make available for audits its books, records, ledgers, and other pertinent documentation showing the basis for the costs claimed under the contract. These books and records shall be made available to the AUTHORITY internal and external auditors.

C. Retention of Records

The contractor shall maintain the records pertaining to billings for a period of three (3) years after the contract is terminated and audited by AUTHORITY.

D. Limitations

This RFQ is issued only to solicit proposals as identified herein. The Authority and its Board of Directors are in no way committed hereby to accept or award any contracts to any contractor(s). The final decisions to award any contract to any contractor(s) rest with the Authority Board.

E. Contract Administrator

The contractor(s) is to provide a contact person during the period of performance of the contract for prompt contract administration. The designated representative to be contacted during the period of performance of this contract will be specified in the award contract and/or the Notice to Proceed.

F. Contract Enforcement

If a contractor fails to comply with any term of an award whether stated in a federal statute or regulation, an assurance, or program plan and/or agreement, AUTHORITY may take one or more of the following actions;

1. **Withhold Payments.** Temporarily withhold cash payments pending correction of the deficiency by the contractor.
2. **Disallow Activity.** Disallow all or part of the cost of the activity or action not in compliance.
3. **Suspend or Terminate Award.** Wholly or partly suspend or terminate the current award for the program and/or services.
4. **Without Further Awards.** Withhold further or future awards for the program.
5. **Other Actions.** Take other legal or equitable remedies that may be legally available.
6. **Costs incurred by the contractor during a suspension or after a termination of an award are not allowable unless approved in writing by AUTHORITY.**

H. Termination of Contract for Convenience

AUTHORITY may terminate the contract agreement for convenience or for failure of the contractor to fulfill contract obligations. AUTHORITY shall terminate by delivering to the contractor a Notice of Termination. Upon receipt of such notice, the contractor shall immediately discontinue all services affected and deliver to the AUTHORITY all information, reports, paper and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of AUTHORITY, AUTHORITY shall be liable only for payment for accepted services rendered before the effective date of termination.

I. No Guaranteed Minimum

The AUTHORITY offers no guarantee minimum quantities to be procured under this solicitation or any resultant agreement or contract.

J. Reporting/Auditing Requirements

AUTHORITY reserves the right to conduct a financial and operational review and/or audit of the books and records of developer partner and/or any other provider of the goods and services under this RFQ. Such records shall include, but not be limited to service and audit records, and financial and invoice records.

K. Ownership of Data and Materials

All data, material and documentation either prepared for or by AUTHORITY pursuant to this contract shall belong exclusively to the Authority.

Project

Tasman Tower was constructed in 1982.
Building is five floors with one elevator.
58 one-bedroom apartments.
On-site generator.

Building contains mold and requires remediation and abatement as well as noted structural issues in attached report. See Attached Report dated December 31, 2019.