

REQUEST FOR PROPOSAL (RFP) 2020-006
PERMANENT FINANCING (POST OAK STATION)

INTRODUCTION

The Columbus Metropolitan Housing Authority (hereinafter, "CMHA") is a public entity that was formed in 1934 to provide federally subsidized housing and housing assistance to low-income families, within the City of Columbus, Ohio. CMHA is headed by a President & CEO and is governed by a board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and CMHA's procurement policy. Brought into existence by the State Board of Housing, the State of Ohio, by May 8th, 1934, resolution. CMHA is a subdivision of the State of Ohio

Currently, the CMHA owns and/or manages: (a) 25 multi-family apartment complexes totaling 2,951 units; (b) nine (9) senior complexes, totaling 692 units; (c) three (3) Service Enriched complexes, totaling 230 units: and (d) the administers a total of 13,000 Section 8 Housing Choice Vouchers. The CMHA currently has approximately 122 employees

In keeping with its mandate to provide efficient and effective services, the CMHA is now soliciting qualifications/proposals from qualified, licensed and insured entities to provide the services specified herein to the CMHA. All qualifications statements/proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

This procurement may include a two-phase process, with the first phase determining responsiveness and qualifications. The second phase, if necessary, will be for respondent(s) who achieve the highest scores or competitive range in the first phase. Financial proposal will be requested, evaluated then respondent(s) will be notified by a formal invite for contract negotiations.

PROPERTY INFORMATION

Number and type of buildings – Post Oak Station is a 148-unit community of townhouses with two and three bedrooms. There are currently 27 buildings in the development, 26 residential structures and 1 community building.

Neighborhood/location – The property is situated in on the west side of the City of Columbus.

Resident type – The property is a family property.

Bedroom Type – Mix of two and three bedrooms.

Scope of work – One residential building with six units will be demolished. Two new buildings, with six 2-bedroom units and two 3-bedroom units total, all of which will be ADA accessible, will be built as new construction. The remaining units will be fully rehabbed including new furnaces, air conditioning units, water heaters, electrical updates, bathroom updates, kitchen updates and new appliances. After construction completion there will be a total of 148 RAD PBV units and two LIHTC units at the site. We will also renovate the community building, which will include upgrading the kitchen area.

Plans for relocation – We anticipate there will be relocation at the property. A detailed plan will be provided after a lender is selected

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Daycare and Debt Sizing

The attached Post Oak AHFA includes construction costs for a daycare to be built on site to serve families with children making 60% AMI or less. In your response, please provide strategies to finance the construction of the daycare.

In the AHFA, the size of the FHA Loan, Construction Loans, and CMHA Capital Funds Loan are moderately flexible and are somewhat dependent on Paid Developer Fee. Please provide strategies to maximize Paid Developer Fee within the framework of the RAD Underwriting Guidelines

Community Service Facility

- Post Oak is in a QCT and should qualify as a Community Service Facility per Revenue Ruling 2003-77.
- For additional information about a Community Service Facility please go here: <https://www.irs.gov/pub/irs-drop/rr-03-77.pdf>
- *Under the facts presented, the Facility is designed to serve primarily individuals whose income is 60 percent or less of area median income for the following reasons: (1) the services provided at the Facility—**day care**, career counseling, literacy training, **education (including tutorial services)**, recreation, and outpatient clinical health care—are services that will help improve the quality of life for community residents; (2) the market study required to be conducted under § 42(m)(1)(A)(iii) found that the services provided at the Facility would be appropriate and helpful to individuals in the area of the Building whose income is 60 percent or less of area median income; (3) the Facility is located within the Building; and (4) the services provided at the Facility are affordable to individuals whose income is 60 percent or less of area median income.*

SCOPE OF WORK/FINANCING TERMS

CMHA is specifically seeking an FHA 221(d)(4) to complete the RAD Conversion. We believe that an FHA 221(d)(4) Insured Loan is the best source of construction and permanent financing for Post Oak Station but will accept other proposals or options that may be a better fit for this property.

DEMONSTRATED EXPERIENCE AND QUALIFICATIONS

In order to demonstrate your firm's experience and qualifications please provide a detailed list of loans provided to Public Housing Authorities in the State of Ohio. This list should only include properties in the state of Ohio that meet all three of the following requirements:

1. RAD Use Agreement
2. LIHTCs from the Ohio Housing Finance Agency (4% or 9%)
3. FHA Insured loans (or the type of loan your firm is proposing)

Points will only be provided to firms that can demonstrate experience with loans containing all three of the above characteristics in the State of Ohio.

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LOAN FEE PROPOSAL

In the Required Terms the Loan Fees shall be inclusive of all clerical support, reports, materials and supplies that are necessary for performing services under this RFP. These rates shall include any overhead and/or profit. CMHA, at its sole option, may require proposers to provide a breakdown of overhead and/or profit by title. If there are reimbursable costs associated with providing the Services under this RFP, they are to be identified expenses necessary to meet the HA's needs to complete this task as described.

See Attachment A.

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PROPOSAL EVALUATION

The award of a contract under this RFP will not be based primarily on the Loan Fees, Loan Term, and Interest Rate. The Terms Required will be used to determine if a proposer, otherwise deemed to be qualified, is considered to be within the competitive range for the Services to be provided.

20 points

Loan Terms: is a monetary loan that is repaid in regular payments over a set period of time.

20 points

Loan Fee: A loan fee is any fee associated with a loan or credit card that does not include the interest rate.

20 points

Loan Conditions: the characteristics of your loan, which are described in your loan agreement.

25 points

Demonstrated Experience and Qualifications, based upon the opinion of the evaluators.

10 points

Analysis of the Property and Financing Options, based upon the opinion of the evaluators.

5 points

Quality and Professional appearance of the proposal submitted, based upon the opinion of the evaluators.

SUBMISSION REQUIREMENTS/SCHEDULE

Due Date – Submissions are due on Monday May 11, 2020 The "electronic copy" proposal must be submitted to cmhapmc@cmhanet.com by no later than 11:00 a.m. on this date. Failure to submit all requirements of this RFP by the posted deadline will render the submission

Submittal Items

**HUD 5369-C
Attachment A: Fee Sheet**

CMHA Purchasing Department
Purchasing Manager, Andrea Quinichett
Columbus Metropolitan Housing Authority
880 E 11th Avenue
Columbus, Ohio 43211

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ATTACHMENT A: FEE SHEET

Firm Name: _____
 Address: _____, _____, _____
 Phone: (____) _____ - _____
 Officer of the Firm: _____
 Email Address of Contact: _____@_____._____

Be complete and specific as possible. Fill in each category; blanks will be assumed to equal \$0.00. Where \$0.00, state so; if included in standard hourly rate, state so.

There are 2 Options provided for your firm's use in the chart below. If providing more options, attach additional forms as needed. If your firm is only providing 1 option, label Option B as N/A.

Loan Terms	Option A	Option B (optional)
Loan Amount:		
Loan to Value:		
Debt Service Coverage:		
Interest Rate Spread:		
Interest Rate Index:		
Loan Term:		
Loan Amortization:		
Prepayment Penalty:		
Collateral:		
Loan Fees:		
Loan Conversion Fees:		
Loan Covenants:		
Terms and Conditions:		

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RESERVATION OF RIGHTS: CMHA reserves the right to:

- a) **CMHA Options** – CMHA reserves the right to reject and cancel any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by CMHA to be in its best interests. CMHA reserves the right to request clarification of proposal data without changing the terms of the proposal.
- b) **Withdrawal**- CMHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days after the deadline for receiving proposals without the written consent of the CMHA Contracting Officer (CO).
- c) **Negotiation**- CMHA reserves the right to negotiate the fees proposed by the proposer entity.
- d) **Participation**- The Housing Authority (CMHA) shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the CMHA website, www.cmhanet.com and downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the CMHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the CMHA, but not the prospective proposer, of any responsibility pertaining to such issue.
- e) **Incurred Expenses** – CMHA shall NOT be liable for any costs incurred by Proposers in the preparation of proposals in response to this RFP, including any meetings, presentations, demonstrations, interviews or subsequent negotiations that may be requested or required.
- f) **Rules and Regulations** – The selected Consultant must comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest. Proposers are presumed to be familiar with all federal, state and local laws that may in any way affect the services.
- g) **Contract Continuity** – The successful Consultant shall not enter into any subcontracts, retain consultants or assign, convey or otherwise dispose of the ensuing contract, or any or all of its rights, title or interest therein to any person, company or corporation without the prior written consent of CMHA.
- h) **Discrimination** – Proposers agree that there will be no discrimination as to race, sex, religion, color, creed or national origin in regard to obligations, work, and services performed under the terms of any ensuing contract.
- i) **Personnel Availability** – The personnel described in any submission shall be available to perform the services described barring illness, accident, or other unforeseeable events, in which event the Consultant must be able to provide a qualified replacement subject to CMHA’s approval. All Consultant personnel shall be considered to be the sole employees of the consulting firm, under its sole direction, and not employees or agents of CMHA.
- j) **Contract payments** – Proposers should be aware that CMHA will only make payments on a Contract issued under this RFP after the work being billed has been completed, and will pay reimbursable expenses. No advance payments will be made; the Consultant must have the capacity to meet all the project expenses in advance of payments under its contract.
- k) **Taxes**-All persons doing business with CMHA are hereby made aware that the CMHA is exempt from paying Ohio State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- l) **Official, Agent and Employees of CMHA Not Personally Liable**-It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of CMHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.