



**Request for Qualifications (RFQ) 2022-002  
for the  
Redevelopment of 1000 Atcheson St., Columbus, OH 43203**

**1. INTRODUCTION**

The Columbus Metropolitan Housing Authority (hereinafter, “CMHA”) is issuing this Request for Qualifications (RFQ) for an affordable housing developer (the “Co-Developer”) to partner with CMHA on a new-construction project in the Near East Side neighborhood of Columbus, Ohio (the “Project”). This RFQ lists the terms, conditions, and specifications CMHA expects the Co-Developer to abide by with respect to the Project. Prospective respondents are advised to read this information carefully prior to submitting a proposal.

The preliminary project schedule is as follows:

- Deadline for written questions and clarifications on RFQ. March 4, 2022.
- **Deadline for submission of RFQ. March 18, 2022**
- CMHA completes qualification evaluation to establish a shortlist of firms and notifies shortlisted firms and schedules interviews (if needed). March 25, 2022
- Notification to selected Respondent. April 28, 2022.
- Complete contract negotiations with selected Respondent. May 13, 2022

Respondents must submit one signed original and one electronic copy of the proposal to the following address no later than **5:00 p.m. on March 18, 2022.**

Columbus Metropolitan Housing Authority  
880 E. 11<sup>th</sup> Ave.  
Columbus, Ohio 43211

Attn: Andrea Quinichett  
Cc: Robert Bitzenhofer

Proposals shall be submitted in a sealed envelope clearly marked “Redevelopment of 1000 Atcheson St.”

**2. CMHA BACKGROUND**

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. Under state law, CMHA is permitted to develop and own affordable and mixed-income housing and engage in neighborhood revitalization activities. See O.R.C. 3735, et seq.

In less than a decade, CMHA has more than doubled the size of our portfolio, expanded to serve new populations, and brought on new partners to help continue this momentum into the future. We've acquired over \$200 million in real estate, received 12 Low-Income Housing Tax Credit (LIHTC) awards, and established a foothold in several suburban communities.

Currently, CMHA owns and/or manages: (a) twenty-five (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) administers over 12,500 Section 8 Housing Choice Vouchers. CMHA currently has approximately 122 employees.

### **3. PROJECT**

#### **3.1. Location**

The Project site is located at 1000 Atcheson St., Columbus, OH 43203. CMHA currently owns the real property at the site, which includes a decades-old community center known both as Sawyer Recreation Center and Neighborhood House. The community center is currently under a long-term lease with the city of Columbus, and the city has subleased part of the building to a single tenant. The city and CMHA have agreed to terminate the city's lease as soon as the sublessee have vacated the premises. CMHA expects this to occur within the next 12 months. Current zoning for this site is AR2.

#### **3.2. Site Development**

CMHA expects the Project to be either an affordable housing community funded Low-Income Housing Tax Credit (LIHTC) financing or a mixed-income multifamily community funded with various financing sources. CMHA will likely provide a project-based voucher (PBV) contract to the Project that will cover at least 20% of the units. CMHA expects the Project will be no more than 100 units due to the size of the site and current zoning regulations. In addition, CMHA expects the Project to contain space for a daycare facility – our current estimate is for at least 2,000 square feet will be needed. The project may be completed in one or multiple phases.

#### **3.3. Structure**

CMHA will require the ownership, financing, and operations of the Project to be as follows:

- CMHA will own land and improvements and lease both to a project entity owned jointly by CMHA and the Co-Developer; the lease shall be for a term of 75 years.
- CMHA will contribute the Project real property to the LIHTC deal at no cost for a 9% deal, and in a way that maximizes acquisition credits for a 4% deal (likely a seller note paid from cash flow).
- CMHA will receive at least 50% of any developer fee (paid and deferred) earned under LIHTC program rules.
- CMHA will receive at least 50% of any cash flow derived from the operations of the Project.

CMHA reserves the right to change these terms after selecting the Co-Developer, as needed, to maximize the sustainability of the deal and economic benefits to CMHA and Co-Developer.

### **3.4. Leveraging Project Site for Further Neighborhood Revitalization**

CMHA is heavily invested in the revitalization of the Near East Side neighborhood, where the Project is located. We own approximately 1,000 units of housing in the neighborhood including our Poindexter Place, Legacy Pointe at Poindexter, and Harris sites, which were part of our \$30-million Choice Neighborhoods Implementation Grant from the US Department of Housing and Urban Development (HUD). Therefore, CMHA is looking to leverage the Project to create additional mixed-income and mixed-use opportunities in the neighborhood. Specifically, we would like to spur additional growth north of Mt. Vernon Ave. Respondents should submit proposals for how to leverage the Project to create additional development near the Project site.

### **3.5. Section 3, MBE, WBE**

All respondents shall comply with CMHA's Section 3 and MBE goals. CMHA or its contractor will monitor compliance. All monitoring costs shall be paid for through Project financing. Please see Appendix A: CMHA's Section 3 Agency Plan.

### **3.6. Davis-Bacon**

All respondents shall comply with the Davis-Bacon Act of 1931. Please see Appendix B: Davis-Bacon Labor Standards.

## **4. CMHA'S ROLE**

A five-member Board of Commissioners governs CMHA and all decisions related to this RFQ, and any resulting project will be subject to their approval. Charles Hillman is the President and CEO of CMHA. CMHA will assume the following roles in developing the Project, which shall be more fully defined in a Co-Developer Agreement entered into with the selected Co-Developer:

- 4.1.** Site Preparation. CMHA will deliver a clean and buildable site for the Project, including demolition of all existing structures.
- 4.2.** Development Agreement. CMHA will prepare a Development Agreement for consideration and approval by the Co-Developer.
- 4.3.** Third Parties. Unless CMHA expressly requests Co-Developer to secure a particular partnership, CHMA will select all third-party partners for the Project including but not limited to: (i) LIHTC equity syndicator, (ii) lenders, (iii) counsel for the Project, (iv) architects and engineers, and (v) property management firm. CMHA may require a procurement process for one or more Third Party.
- 4.4.** Approvals. Co-Developer must receive written CMHA approval for:
  - 4.4.1.** Pre-construction:
    - A/E contracts
    - All phases of the design process
    - Furniture, fixtures and equipment
    - Final cost estimate and schedule of values

- Final project duration and project schedule
  - Addendums
- 4.4.2. Construction:**
- General contractor contract
  - Project submittals and shop drawings
  - Sub-contractor approval
  - RFIs
  - Bulletins
  - Change orders
  - Schedule changes
  - General contractor monthly pay draws
- 4.4.3. Construction close-out package**
- 4.4.4. LIHTC application package or packages**
- 4.4.5. Name of the Project**

## **5. CO-DEVELOPER'S ROLE**

The Co-Developer's roles and responsibilities related to the Project shall include, but are not limited to, the following, which shall be more fully defined in a Co-Developer Agreement entered into with CMHA:

- 5.1. Develop, design, and construct a multifamily site that will achieve a high quality, energy efficient, sustainable housing product for Columbus families.**
- 5.2. Pre-Development:**
- Assemble a development team
  - Securing zoning and entitlements
  - Site investigation including survey, subsurface utility investigations, geotechnical investigations, and environmental engineering to verify existing conditions if necessary
  - Preliminary evaluation of proposed site use, material selection, building systems and equipment
  - Provide recommendations on constructability, time, labor, and scheduling factors related to cost of the Project
  - Preliminary evaluation of utility capacity including water, sewer, storm, electric, and gas.
  - Prepare and deliver written reports to CMHA
  - Develop a project budget
- 5.3. LIHTC Application:**
- Lead the application process for a competitive 9% LIHTC award and associated gap financing opportunities
  - If the Project is not successful in the 9% funding round, then lead the application process for 4% credits along with potential gap financing
- 5.4. Design:**
- Develop architectural plans consistent with the guidelines and direction of CMHA
  - Acquire any zoning changes or variances required for the project
  - Obtain all necessary building permits

- Obtain all other necessary entitlements

**5.5. Construction:**

- Oversee construction and ensure completion in an agreed upon duration
- Provide Financial and construction guarantees
- Develop and manage a project implementation schedule
- Solicit construction bids and enter into a contract for construction subject to approval of CMHA
- Assure compliance with all building codes and other requirements of local, state, and federal government entities
- Deliver units consistent with U.S. Department of Housing and Urban Development (HUD) requirements and the Fair Housing Act of 1968
- Carry all liability and builders risk insurance, please see pages 12-13 of Appendix C for insurance requirements

**5.6.** Provide all necessary financial guarantees and assurances to investment partners and assure compliance.

**6. EVIDENCE OF CAPACITY**

**6.1. General**

Respondent must submit evidence of its experience developing multifamily housing. Evidence may include all successfully constructed projects from the past five (5) years and any projects for which the Respondent has secured financing and begun construction. Please specifically note projects complete within Franklin County, Ohio.

**6.2. LIHTC**

Respondent must submit evidence of its experience using LIHTC financing in the development of affordable multifamily housing. Evidence may include all successfully constructed LIHTC projects from the past five (5) years and any projects for which the Respondent has secured LIHTC financing and begun construction. Please specifically note (i) whether projects were funded with 4% or 9% LIHTC credits and (ii) projects complete within Franklin County, Ohio.

**6.3. Financial**

Respondent must submit evidence of its financial capacity to undertake the scope of work described in Section 5 Co-Developer's Role, above. This should include, but is not limited to, bonding capacity.

**6.4. Key Personnel**

Respondent must submit evidence of the qualifications of its (i) general leadership team, (ii) leadership of its development and construction offices, and (ii) leadership of any other teams that may be involved in the Project.

## **7. EVIDENCE OF DE&I POLICIES AND STANDARDS**

CMHA is committed to promoting diversity, equity, and inclusion (DE&I) efforts at our agency and with the organizations we partner with. Therefore, each respondent must provide a narrative description of its DE&I efforts along with (1) evidence of written policies in place including specific DE&I goals, (2) records of any trainings or other educational opportunities attended in the past year or to be offered to leadership and staff in the next year, and (3) a description of the amount of diversity among the leadership team and staff of the respondent.

CMHA's DE&I Officer will work with the Co-Developer throughout the Project to promote additional DE&I activities and verify Co-Developer's compliance with information provided under this RFQ.

## **8. SUBMISSION**

### **8.1. General**

CMHA intends to retain the successful Respondent pursuant to a "Best Value" basis, not a "Low Proposal" basis. Therefore, all responses submitted in response to this RFQ must be formatted in accordance with the sequence noted in the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement CMHA has published herein or has issued by addendum.

### **8.2. Format**

<b>RFQ Section</b>	<b>Tab</b>	<b>Description</b>
8.2.1	1	Team Experience and Qualifications
8.2.2	2	General & Financial Capacity. Respondent must submit documentation of its previous multifamily housing development work and its ability to perform the tasks described in this RFQ, specifically Sections 6.1, 6.3, and 6.4, above.
8.2.3	3	LIHTC Capacity. Respondent must submit documentation of past LIHTC projects, as described in 6.2, above.
8.2.4	4	Development Proposal – Project Site and other neighborhood opportunities. Respondent must submit a detailed proposal for Project, and any development opportunities in the surrounding neighborhood, in accordance with Sections 3.1-3.4 and 5.1-5.6, above. Development Proposal may contain site plans, drawings, and other schematic documents as well as pro formas and other financial projections.
8.2.5	5	Evidence of DE&I Policies and Standards. Respondent must submit documentation as required under Section 7, above.
8.2.6	6	Equal Employment Opportunity: Respondents must submit under this tab a copy of its Equal Opportunity Employment Policy.

If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

### **8.3. Instructions**

**8.3.1. Response Submittal Binding Method.** It is preferable that the Respondent responds to this solicitation electronically. The Respondent shall submit the all-inclusive technical portion of the response to [technicalresponse@cmhanet.com](mailto:technicalresponse@cmhanet.com), ensuring that all information requested in Section 9.2 Proposal Format are included.

**8.3.2. Submission Conditions.** Respondents are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to CMHA by the Respondent, such may invalidate that proposal. If, after accepting such a proposal, CMHA decides that any such entry has not changed the intent of the proposal that CMHA intended to receive, CMHA may accept the proposal and the proposal shall be considered by CMHA as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet System, registering and downloading these documents, each prospective Respondent that does so is thereby agreeing to confirm all notices that CMHA delivers to him/her as instructed, and by submitting a proposal, the Respondent is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFQ.

**8.3.3. Submission Responsibilities.** It shall be the responsibility of each Respondent to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by CMHA, including the RFP document, the documents listed within the following Section 3.7, and any addenda and required attachments submitted by the Respondent. By virtue of completing, signing and submitting the completed documents, the Respondent is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the Respondent not authorized in writing by the CO to exclude any of CMHA requirements contained within the documents may cause that Respondent to not be considered for award.

## **9. SCORING & EVALUATION**

### **9.1. Process**

Responses to this RFQ will be evaluated and ranked by a RFQ Evaluation Team comprised of qualified CMHA staff appointed to assess the qualifications of each respondent. Each respondent will be ranked based on the points accrued under Section 9.2, below. CMHA may require an in-person interview with one or more of the respondents after all responses are scored and ranked. After the Evaluation Team has completed its work, it will recommend to the CMHA Board of Commissioners one or more Respondents to be selected as Co-Developer.

## 9.2. Scoring Categories

Section	Category	Points
9.2.1	General & Financial Capacity. See Sections 6.1, 6.3, 6.4	15
9.2.2	LIHTC Capacity. See Sections 6.2	20
9.2.3	Development Proposal. See Sections 3.1-3.3, 5.1-5.6	25
9.2.4	Leveraging Project Site for Further Neighborhood Revitalization. See Section 3.4	30
9.2.5	Evidence of DE&I Policies and Standards. See Section 7	5
9.2.6	Quality of Proposal	5
	<b>TOTAL</b>	<b>100</b>

## 10. AWARD

Before any award, the CMHA Board of Commissioners will consider and have the opportunity to approve the recommended Respondent.

If selected Respondent and CMHA cannot agree on a Co-Developer Agreement, CMHA reserves the right to select a different Respondent at CMHA's discretion.

## 11. ADMINISTRATIVE MATTERS

### 11.1. Conflict of Interest.

The respondent warrants that to the best of its knowledge and belief, and except as otherwise disclosed, it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of the work under this solicitation and the firm's organizational, financial, and contractual or other interests are such that the respondent may have an unfair competitive advantage; or the respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.

The provisions of this section shall be included in all subcontracts or other agreements wherein the work to be performed is similar to the service provided by the respondent. The respondent shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.

CMHA reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this section.

### 11.2. Cost of Proposal.

All costs incurred, directly or indirectly, in response to this RFQ shall be the sole responsibility of and shall be borne by the respondent.



**11.3. Other Co-Developer Duties and Responsibilities. Government Restrictions.**

All other duties and responsibilities of the selected Co-Developer will be defined in the Co-Developer Agreement, including but not limited to such items as assignment and transfer, availability of records, permits and licenses, taxes, insurance, and standards of conduct.

**Appendices**

- Appendix A – CMHA’s Section 3 Agency Plan
- Appendix B – Davis-Bacon standards
- Appendix C – CMHA Contractor General Conditions
- Appendix D – HUD 5369 – C