

REQUEST FOR PROPOSALS

FOR

PROPERTY MANAGEMENT SERVICES

DUE DATE: July 24, 2017

3:00 PM (CST)

Newsome Homes, LP
c/o McKinney Affordable Housing Development Corporation
1200 N. Tennessee St.
McKinney, TX 75069

Issue Date: June 26, 2017

I. INVITATION

Newsome Homes, LP, a Texas limited partnership (the "**Owner**") is the owner of an affordable housing development located in the City of McKinney, Texas and known as Newsome Homes ("**Newsome Homes**"). The Owner invites experienced property managers and property management firms (collectively, the "**Respondent**") to submit proposals (each, a "**Proposal**") to provide property management services for the Owner at Newsome Homes. If Respondent has demonstrated experience in providing property management services to affordable rental properties and is interested in making its property management services available to the Owner, Respondent is requested to respond to this Request for Proposal (this "**RFP**").

One (1) original and four (4) copies of the Proposal must be received no later than 3:00 P.M., CST on July 24, 2017. Proposals should be directed to:

NEWSOME HOMES, LP
C/O MCKINNEY AFFORDABLE HOUSING DEVELOPMENT CORPORATION
PROPOSAL FOR PROPERTY MANAGEMENT SERVICES
1200 N. TENNESSEE STREET
MCKINNEY, TX 75069
ATTENTION: ROSLYN MILLER, SECRETARY

Any questions pertaining to this RFP must be in writing and directed and addressed to the NEWSOME HOMES, LP, C/O MCKINNEY AFFORDABLE HOUSING DEVELOPMENT CORPORATION, PROPOSAL FOR PROPERTY MANAGEMENT SERVICES, 1200 N. TENNESSEE STREET, MCKINNEY, TX 75069, ATTENTION: ROSLYN MILLER, SECRETARY, or e-mailed to rmiller@mckinneyha.org no later than 3:00 P.M., CST on July 10, 2017. Copies of all inquiries and the Owner's responses will be sent to all Respondents who received a copy of this RFP from the Owner no later than three (3) days prior to the Proposal submission date. Minority-owned and women-owned business enterprises are encouraged to respond to this RFP.

Copies of any written addenda to this RFP will be provided to all Respondents who receive a copy of this RFP from the Owner no later than three days prior to the Proposal submission date and all such addenda shall become part of this RFP.

Before the commencement of any property management activities, the Owner and the successful Respondent will enter into a mutually agreeable property management agreement setting forth the terms and conditions for the provision of property management services to Newsome Homes (the "**Management Agreement**"), which will be subject to the approvals of the board of directors of McKinney Affordable Housing Development Corporation, a Texas nonprofit corporation ("**MAHDC**"), the sole member of the general partner of the Owner, the Owner's lenders and investors, Texas Department of Housing and Community Affairs ("**TDHCA**") and the United States Department of Housing and Urban Development ("**HUD**").

II. BACKGROUND

The City of McKinney is located approximately 30 miles north of Dallas, Texas. The Owner holds a leasehold interest in Newsome Homes, an affordable housing development property known as Newsome Homes located in the City of McKinney, approximately 30 miles north of Dallas, Texas. The fee simple owner of the Newsome Homes site is the Housing Authority of the City of McKinney (the "**Authority**"). Newsome Homes is comprised of 180 rental apartment units for seniors, all of which are low-income housing tax credit ("**LIHTC**") units pursuant to Section 42 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), and 64 of which are project-based rental assistance units pursuant to HUD's Rental Assistance Demonstration ("**RAD**") program. The Owner desires a management company to assume control of Newsome Homes from an existing property management firm. The Owner has an immediate need for property management services from a provider with experience with property management of affordable housing with various program compliance requirements and the accompanying regulatory reporting. This also includes meeting any lender or investor requirements for Newsome Homes, as well as any applicable LIHTC and RAD requirements.

III. SCOPE OF SERVICES

The following is a representative list of the expected responsibilities of the selected property management firm (the "**Manager**"). The following list is not inclusive of all duties. Such duties will ultimately be set forth in the Management Agreement.

A. Staffing

The Manager will be responsible for the recruitment, assignment, supervision and, if necessary, termination of all site staff, as well as maintaining satisfactory standards of employee performance. The Manager will be responsible for payment of all wages, benefits and payroll taxes for all site employees, subject to all Federal, state and local regulations.

The Manager must provide the Owner with the qualifications of the prospective site managers and maintenance supervisors or maintenance managers prior to being assigned to the site. The person occupying the position of site manager must have site management experience, with experience at subsidized properties and property management certification such as CPM, ARM or PHM preferred. The person managing maintenance operations must have experience in property maintenance, including in a supervisory position and hold appropriate licenses.

B. Office Space

The Manager will maintain an on-site management office for conducting activities related to the management of Newsome Homes in space provided by the Owner. Business activities not related to management of Newsome Homes may not be conducted at the on-site office. The office must be staffed and open to residents during normal business hours, five days per week.

C. Tenant Selection and Leasing

The Manager will be responsible for offering for rent and leasing all units at Newsome Homes per any lender, investor, HUD or TDHCA requirements and in accordance with the Manager's

Management Plan for Newsome Homes, in the form acceptable to the Owner, its lenders and investors. The Manager will further be responsible for the final approval, qualification and screening of all applicants, and preparing and executing all leases and, where required, parking permits.

The Manager will ensure that all tenants are eligible persons or families and are income-qualified pursuant to all Federal, state and local requirements, including Section 42 of the Code and TDHCA policies in connection with the LIHTC program, and that rents meet the definition of affordable pursuant to the applicable program, which currently includes project-based rental assistance under the RAD program and the LIHTC program (additional program requirements may be identified by the Owner throughout the term of the contract), as applicable.

D. Rent Collection and Security Deposits

The Manager will be responsible for collection of rents and charges owed by residents, as well as any and all requests necessary for RAD and/or LIHTC subsidy funding. All rents will be deposited in the Newsome Homes operating account. The Manager will be responsible for collecting, depositing and disbursing resident security deposits and maintaining related records.

E. Lease Enforcement

The Manager will be responsible for enforcing compliance with the terms of tenant leases, as well as termination of lease and pursuance of eviction actions, including serving notices to vacate and filing judicial actions, using its own legal counsel and in consultation with the Owner.

F. Ordinary Maintenance and Repair

The Manager will be responsible for maintaining Newsome Homes in a decent, safe and sanitary condition. The Manager's responsibilities for property maintenance will include:

- (1) Prompt responses to all resident maintenance requests and completing emergency and routine maintenance work in a timely fashion in accordance with the contract performance standards;
- (2) Maintenance of the units in compliance with applicable HUD, TDHCA and Owner standards and applicable local codes at all times;
- (3) Securing Newsome Homes against unauthorized entry, including maintenance of lockable doors and windows and other existing security features and components, such as window bars, security booths and security devises, as well as securing unoccupied units against unauthorized entry and damage;
- (4) Removing trash and rubbish from common areas and vacant units as necessary and removing, within 24 hours, any graffiti observed on the site;
- (5) Maintaining and cleaning ground areas, including lawn areas, shrubbery, bushes, trees, fence lines, alley rights-of-ways and sidewalk areas;

- (6) Motivating and educating residents to maintain a clean environment through day-to-day interactions and organized programs;
- (7) Maintaining 24-hour, 7-day maintenance coverage for Newsome Homes, including a contact telephone number for emergency maintenance requests.

The Manager may, subject to Owner approval, subcontract for maintenance work with qualified subcontractors. The Manager will present a comprehensive maintenance plan specifying how maintenance requests will be processed and how all required maintenance work will be scheduled and performed. The Owner encourages the use of Section 3 qualified and local vendors to provide such services.

G. Inspections

The Manager will be expected to perform regular inspections of grounds, building exteriors, building systems, and interior common areas of Newsome Homes. The Manager must also conduct inspections on all units, grounds, building exteriors, building systems and interior common areas at the site, at least annually, to ensure compliance with various programs including HUD's Housing Quality Standards ("HQS") and/or Uniform Physical Condition Standards ("UPCS"), applicable local codes and Owner standards and TDHCA requirements. The Owner may conduct its own HQS and/or UPCS inspections of every unit at least every two years and may also conduct inspections as needed or upon request of any resident.

H. Preventive Maintenance

The Manager will be expected to take a proactive approach to maintenance and perform all needed preventative maintenance work at Newsome Homes. The Manager will submit to the Owner within 60 days of assuming management of Newsome Homes a preventive maintenance plan specifying building components and equipment that will be subject to preventive maintenance and the preventive maintenance schedule for each item.

I. Major Systems Regular and Extraordinary Maintenance

The Manager will have primary responsibility for performing maintenance and repairs on major building systems, including heating systems, central air conditioning systems, plumbing systems, elevators, fire alarm systems, security systems, automatic doors, roofing, foundations, floors, and interior and exterior walls. The Manager will also be responsible for performing any other necessary extraordinary maintenance and repair work. The Manager must obtain prior approval from the Owner before performing any extraordinary maintenance work, including the major systems work specified above. The Owner may at any time assume responsibility for performing any or all major systems maintenance and repair and may adjust the operating budget of Newsome Homes accordingly.

J. Fixed Assets and Building Equipment

The Manager will be responsible for maintaining a complete and up-to-date inventory list of all fixed assets at Newsome Homes, including appliances, fixtures, furniture, building equipment, and maintenance equipment, as well as maintaining current keys to all units and common areas.

K. Evictions

The Manager will facilitate evictions of non-paying tenants and tenants who violate other terms of the tenant leases, when necessary and pursuant to HUD, TDHCA or other Federal, state or local rules or regulations.

L. Property Records

The Manager will be responsible for maintaining at Newsome Homes a comprehensive and organized system of auditable records of all financial and management operations of Newsome Homes in accordance with applicable Federal and local statutes, regulations and sound business practices. This will include individual files for each resident and unit at Newsome Homes; records of vacancies, rent collection, maintenance requests and performed, inspections and resident re-certifications; lease enforcement and security; budget and financial records; and information related to fixed assets and equipment at Newsome Homes. The Manager will also be responsible for ensuring that all first-year resident, unit and property records required by HUD and TDHCA under applicable RAD and LIHTC regulations are maintained in duplicate.

M. Reports

The Manager will be required to submit the following reports to the Owner, TDHCA, lenders and investors:

Monthly	Monthly Financial Reports: Rent roll, receivables report, budget variance report, cash disbursements report, bank statements and bank reconciliation reports.
	Monthly Vacancy Report: Listing of units vacated and occupied during the month.
	Other Monthly Management Reports: Reports on vacancy turnover, maintenance work orders, preventive maintenance, resident re-certifications, lease enforcement, biannual inspections, and security incidents. TDHCA monthly program reports, and certifications of compliance to investors.
	HUD Transmission to Tenant Rental Assistance Certification System in a timely manner. The Manager must provide notice to the Owner by no later than the 5 th of each month that the submission has been completed and/or of any problems in completing this submission.
Quarterly	Quarterly Report: Adjusted budget variance report and balance sheet. Quarterly reports to investors.
Annual	Financial Audit: A financial audit report prepared by a certified public

	accountant.
	Inspection Certification: Certification and reports of unit and common area inspections; annual owner's certification to the Annual Owner's Compliance Report to TDHCA, budget to the Owner, investor, TDHCA and HUD.

The Manager will be expected to submit other information on the financial, physical and/or operational condition of Newsome Homes to the Owner upon reasonable notice. The Owner will specify the form of reports and what types of information they must contain. The Manager must be able to provide all required reports to the Owner in an electronic format.

N. Respondent Performance Standards

The Manager will be expected to adhere to the Owner's high performance standards with regard to such areas as occupancy level, rent collections, maintenance performance, completion of unit inspections, tenant re-certifications and physical condition of the site.

O. Financial Management

The Manager will be responsible for remaining in compliance with the operating budget approved by the Owner. Budget revisions, including shifting of amounts from one budget category to another, may only be done at mid-fiscal year and fiscal year end and must be approved by the Owner. The Manager will be required to report monthly to the Owner on rents collected, other income received, amounts disbursed from Newsome Homes funds and variances from the approved operating budget.

The Manager will be responsible for managing all site-operating funds. The Manager must keep operating funds, security deposits and reserves for Newsome Homes in separate bank accounts and separate from all other Manager funds.

P. Purchasing/Subcontracting

Any subcontractor hired by the Manager must be advised that the Manager is not an agent of the Owner and cannot bind the Owner. The Manager is exclusively responsible for payment to subcontractors. The Manager will be authorized to subcontract for supplies, materials, equipment, and services required for operation of Newsome Homes, up to a maximum limit of \$5,000 per purchase. Any purchase over \$5,000 requires the express advance approval of the Owner. All purchases must be within the approved budget. The Manager will be responsible for insuring that the quality of all materials and supplies purchased is up to Owner's standards and that all contracted services are completed in an acceptable and workmanlike manner. The Manager will be required to comply with certain Owner policies and HUD regulation with regard to procurement, which are available upon request.

Q. MBE/WBE/SBE/Section 3 Respondent Outreach

The Manager will be responsible for performing outreach to and utilizing as much as possible the services of qualified minority-owned business enterprises (MBE), women-owned business enterprises (WBE) and small business enterprises (SBE), as well as performing outreach to qualified residents and resident-owned businesses in accordance with Section 3 of the U.S. Housing and Community Development Act of 1968. The Manager must describe how outreach to MBE/WBE/SBE/Section 3 interests will be performed and how outreach to such interests will be tracked. Specifically, the Owner expects the Manager to provide job and/or industry training opportunities to Newsome Homes residents for an amount not to exceed 10% of the annual contract fee.

R. Life Safety

The Manager will be responsible for monitoring security incidents at Newsome Homes, coordinating with the Owner, working with local law enforcement, overseeing any private security employed at the site, assessing ongoing site security needs, and performing other site security functions as specified in any existing security plans for the site. The Manager will also be responsible for promptly pursuing lease enforcement actions against any resident engaging in criminal activity on or around the Newsome Homes site.

S. Resident and Community Relations

The Manager will be expected to promote and maintain good relations with residents and their representatives, neighborhood groups and local government officials and to encourage initiatives to promote the social development of the residents. The Manager will be responsible for communicating to residents the community rules as stated in the approved lease, date and time of resident meetings and any other information pertinent to resident life and tenancy through public posting and/or notices delivered to residents.

T. Management Reviews and Inspections

The Owner will conduct a comprehensive on-site management review at least annually. The Manager will be expected to cooperate fully with the Owner in conducting these reviews, as well as making all site records and staff available during the review and all areas of Newsome Homes accessible for inspection by the Owner upon reasonable notice.

U. Property Information and Equipment

Promptly following commencement of the Management Agreement, the Owner, through its present property manager, will deliver to the Manager all relevant information in its possession such as agreements, existing tenant leases, data as to the conditions of Newsome Homes, including equipment and warranties. The Respondent will work with the existing property manager to assume control of Newsome Homes as promptly as possible (but in any case within 30 days) following the successful negotiation of the Management Agreement.

V. Applicable Regulations

In the operation of Newsome Homes, the Manager must comply with all applicable Owner policies and Federal and local statutes and regulations, including HUD RAD, Section 8, TDHCA

and all policies and requirements of the Owner's investors and lenders. The Respondent may be required by the Owner to make submissions relating to the RAD and LIHTC programs to HUD and TDHCA, respectively, from time to time, and to work cooperatively with the Owner as necessary to ensure continuing compliance of Newsome Homes.

W. Training

The Manager will provide training opportunities relating to RAD, project-based rental assistance and LIHTC policies and administration to the Manager's staff and to make such trainings available to Authority and MAHDC staff, including subsidy layering and management of properties with multiple program compliance requirements. The Manager will ensure that all of the Manager's staff reached proficiency in program administration.

IV. REQUIREMENTS FOR PROPOSAL SUBMISSION

Respondents must submit the following in order for the Proposal to be considered complete. Proposals received without all of the required information may be rejected. Proposals must including, in the tab order as listed below and using forms attached hereto as necessary, the following information exhibits and schedules:

A. General Information/Overall Firm Capabilities (TAB 1)

- (1) Letter of Interest, including contact name and telephone number (Cover letter)
- (2) Organizational Narrative indicating type of organization: corporation, partnership, joint venture, sole proprietorship, or other. Names of shareholders, partners, principals and any other persons exercising control over the Respondent.
- (3) Narrative listing of the Respondent's stakeholders, partners, contractors or members and the roles each will have in management of Newsome Homes.
- (4) Current insurance certificate showing insurance coverage levels.

A Respondent may be an individual or a business corporation, partnership, firm, joint venture or other legal entity duly organized and authorized to do business in Texas, financially sound and able to provide the services being procured by this RFP.

If a Respondent has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose that information in its proposal and such information may be sufficient ground for disqualification. If the selected firm fails to disclose such information and the Owner discovers it thereafter, then the Owner may terminate this procurement and/or the Management Agreement immediately.

B. Previous Experience/References (TAB 2)

- (1) Respondents should describe current specific experience in property management in the State of Texas, including units subject to compliance with the LIHTC requirements of TDHCA. In particular, Respondents should demonstrate specific

experience managing LIHTC and RAD properties of a similar size to Newsome Homes.

- (2) Respondents must provide licenses, certifications or other relevant credentials for its authorization to act as property manager in the State of Texas for LIHTC properties.
- (3) Respondents must provide a list of properties currently under management and identify the following for each property: name of property, address and approximate year built, number of units, type of property (e.g., multifamily, senior), financing program(s) used, number of years managing.
- (4) Respondents must provide information about Respondents' past clients for whom the Respondent provided the same or similar services. Respondents must provide at least two (2) references demonstrating such experience, along with the name, title and a telephone number of a contact person for each identified reference to permit reference checks to be performed. The identified party must have firsthand knowledge regarding the operation of Newsome Homes by the Respondent and who was involved in managing the contract between the Respondent and the contracting entity for such property. By providing the names, Respondents agree that the references may speak to the Owner freely and openly about Respondents' past performance without the threat of any repercussions. Respondents are required to list any public housing authorities for which Respondents have provided management services. Respondents may also provide reference from related service providers or agency personnel. Include a brief description of Respondent's business relationship with each listed reference.
- (5) Respondents must disclose all citations, sanctions, reprimands, criminal convictions, or criminal investigations that Respondents' firm has received in the past five (5) years from any governing body. Include any Fair Housing, real estate regulation, or LIHTC compliance violation of a material nature.

C. Proposed Staffing and Sub-Contractor Responsibilities and Qualifications (TAB 3)

For any individual and specific staff proposed for Newsome Homes, including site-based, regional and central office staff, Respondents must provide a resume and description of their relevant experience and industry-specific certifications. Discuss Respondent's approach to recruiting, evaluating, hiring, developing, training and retaining skilled staff.

D. Price Proposal/Fee Arrangement/Financial Capacity (TAB 4)

Respondents must describe the proposed fee arrangement for managing Newsome Homes in the Proposal, as a percentage of rent collected, and a detailed breakdown of how it is calculated. A copy of the most current operating budget for Newsome Homes is included as part of this RFP as Exhibit A.

Note: It is assumed that property management fees will include all necessary staff not included in the on-site staffing of Newsome Homes. Any additional fees related to oversight of the management of Newsome Homes such as subcontractors for compliance or administration should be all inclusive of the fee.

Furthermore, Respondents must provide a current financial statement of the Respondent prepared by a Certified Public Accountant, along with the firm's most recent audit (if any). The statement should show assets, liabilities and net worth of the Respondent and should include information on all general partners or principal shareholders or members. Any Respondent who desires for this information to be kept confidential should provide this information in a separate sealed envelope clearly marked "**confidential information**".

E. Required Submissions and Certifications (TAB 5)

Respondents must submit the following certifications/documents:

- a. Certification Regarding Debarment, Suspension, and other Responsibility Matters, a form of which is attached to this RFP as Exhibit B.
- b. Certification Regarding Lobbying, a form of which is attached to this RFP as Exhibit C.
- c. A certification regarding outstanding litigation prepared on respondent's letterhead listing outstanding litigation that the respondent is involved in.

F. MBE/WBE/SBE/Section 3 Strategy (TAB 6)

Provide an MBE/WBE/SBE/Section 3 participation plan which provides a detailed narrative on how the Respondent will assist the Owner to comply with HUD's Section 3 requirements for hiring Section 3 residents and/or local disadvantaged individuals and businesses and, at a minimum, demonstrates "Best Efforts" will be or have been taken to achieve compliance with MBE/WBE/SBE/Section 3 goals. Specifically, the Respondent should provide a strategy for how it will offer job and/or industry training to Newsome Homes residents for an amount not to exceed 10% of the annual contract fee.

V. REQUIREMENTS FOR SUCCESSFUL RESPONDENT

A. Management Plan

Prior to the provision of any services, the successful Respondent will be required to submit a comprehensive site-specific Management Plan which provides a complete and detailed description of the policies and procedures to be followed in the management of Newsome Homes.

The Management Plan, including revisions that may be requested by the Owner, Owner's investors and lenders, TDHCA and/or HUD, must be implemented by the Respondent within 30 days of the start of the Management Agreement. The Respondent will recommend to the Owner any necessary or desirable changes in the Management Plan and the Owner will advise the

Respondent if changes are required due to changes in applicable Federal regulations or Owner policies.

The Management Plan will cover, at a minimum, the following areas:

- Management office staffing and hours;
- Emergency and after-hours contacts;
- Site staff positions, minimum qualifications, and wage rates;
- Procedures for performing and documenting applicant screening and selection process;
- Leasing and resident orientation procedures;
- Rent collection procedures and requirements;
- Procedures for collection of receivables including those due from vacated tenants;
- Procedures for assessment and collection of resident charges;
- Recertification procedures and documentation;
- Move-out procedures;
- Procedures for expediting and monitoring vacant unit turnover;
- Lease enforcement and eviction procedures and reporting to Owner;
- Procedures and standards for handling emergency and routine maintenance requests;
- Procedures and standards for performance of exterior and interior public area maintenance;
- Procedures and standards for performance of unit maintenance;
- Schedule and scope of preventive maintenance;
- Procedures and schedule for regular inspection of grounds, building exteriors, interior common areas, and boilers and other building equipment;
- Procedures for tracking of appliances, fixtures, furniture, equipment, and other fixed assets at Newsome Homes;
- Procedures and systems for controlling, monitoring and reporting on maintenance materials and supplies inventory;

- Unit access requirements and procedures;
- Procedures for budget formation and approval;
- Procedures for accounts payable and approval of expenditures;
- Procedures for maintenance and reconciliation of bank accounts for property operations, security deposits and reserves;
- Budget monitoring and cost control procedures;
- Purchasing and contracting procedures;
- Procedures for MBE/WBE/SBE/Section 3 compliance and documentation;
- Resident relations approach and plan;
- Procedures for maintenance of auditable resident, unit, property, maintenance, and financial records;
- Procedures for reporting of financial and management information;
- Compliance with applicable HUD, Federal, TDHCA, state and local regulations; and
- Procedures for providing required reports to Owner, HUD, TDHCA, lenders and investors.

B. Minimum Insurance Requirements

Upon commencement of the Management Agreement, the selected Respondent will procure and maintain at all times and at the Respondent's own expense, at a minimum, the following types of insurance. The insurance carriers used by Respondent must be authorized to do business in the State of Texas and the insurance provided will cover all operations under the Management Agreement, whether performed by the Respondent or by subcontractors.

- Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Texas, and with a minimum employer's liability limit of \$1,000,000 per occurrence. Employer's Liability Insurance covering claims and suits by or on behalf of employees not otherwise covered by statutory Workers' Compensation insurance with minimum limits of \$1,000,000.
- Commercial General Liability Insurance (primary and umbrella) or equivalent with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate, combined single limit, for bodily injury, personal injury, and property damage liability. Such policy shall include coverage for contractual liability under the Management Agreement. The Owner is to be named as an additional

insured on a primary non-contributory basis for any liability arising directly or indirectly from the services contemplated by the Management Agreement.

- Automobile Liability Insurance (Primary and Umbrella) for motor vehicles (owned, non-owned and hired) used in connection with the services to be performed, covered with comprehensive automobile liability insurance with limits of not less than \$2,000,000.00 per occurrence combined single limit, for bodily injury and property damage. The Owner is to be named as an additional insured on a primary non-contributory basis.
- All Risk Property insurance in the minimum amount of \$50,000 insuring the Respondent's personal property.
- Respondent and all personnel of Respondent who handle or who are responsible for handling Owner's monies shall be bonded in favor of the Owner, providing coverage of \$2,000,000 per occurrence with a \$10,000 deductible.

VI. INVITATION SUBMISSION

The respondent shall submit one (1) original and four (4) copies of the completed Response to this RFP to:

Newsome Homes, LP
c/o McKinney Affordable Housing Development Corporation
1200 N. Tennessee St.
McKinney, TX 75069
Attention: Roslyn Miller, Secretary

All Proposals will be considered by the Owner, reserving the right to reject any or all materials and the right to request oral presentations of all or some of the Respondents. The Owner requests that information be succinct. After reviewing the Proposals, additional information may be requested by the Owner.

VII. INVITATION DUE DATE

Responses must be received by the Authority prior to 3:00 PM (CST) on July 24, 2017. No amendments will be accepted after this date and time. Proposals received after the date and time specified above will not be considered.

Submittals must be made in strict accordance with the requirements of this RFP. Following evaluation of Proposals and approval by the Owner, the Respondents who are found to be responsive to this RFP will be ranked.

VIII. AMENDMENTS TO THE RFP

The Owner reserves the right to cancel or revise in part or in its entirety this RFP, including, but not limited to, the selection schedule, the submittal date and the submittal requirements. All

prospective respondents will be notified by written addenda if the Owner cancels or revises this RFP.

IX. OWNER CONTACT

The Owner contact for this submission is Roslyn Miller, Secretary of MAHDC. To ensure full understanding of and responsiveness to this request any questions should be directed to Roslyn Miller, Secretary, in writing:

Newsome Homes, LP
c/o McKinney Affordable Housing Development Corporation
1200 N. Tennessee St.
McKinney, TX 75069

Replies will be issued by addenda and mailed to all parties recorded by the Owner as having received this RFP. Questions received after 3:00 PM (CST) on July 10, 2017 will not be answered. Only answers issued by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Written information given to any potential Respondent by the Owner shall be furnished to all other potential Respondents.

X. SPECIAL CONDITIONS

By submitting a Proposal in response to this RFP, Respondents acknowledge and agree to the following conditions:

- All Proposals submitted in response to this RFP become the property of the Owner. As such, all Proposals submitted are public records, subject to public review.
- The Owner will make no determination as to the adequacy of any system, process, procedure or representation made by any Respondent. As such, pre-qualification does not infer approval of any such systems, processes, procedures or representations.
- No respondent shall initiate contact with any member of the Board of Directors of MAHDC regarding this RFP until after completion of the selection process and execution of the Management Agreement. If any respondent has any reason, not related to this RFP, to contact any of the above parties, they will be required to disclose to that party that they are a Respondent in this solicitation. Failure to adhere to these requirements may result in disqualification from the solicitation.
- The Owner accepts no responsibility for any expenses incurred in the Respondents' preparation of the requested Proposals; such expenses are to be borne exclusively by the Respondents.
- Only one (1) Proposal from a Respondent will be considered.
- The Owner reserves the right to waive any irregularities in any Proposal, to reject any or all Proposals, and to re-solicit for Proposals, as may be deemed to be in the best interest of the Owner.

- Respondents shall not have employed or retained any company or person, other than a bona fide employee working solely for a respondent to solicit or secure the Management Agreement. Respondents certify that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for a respondent, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of or the making of a contract from this solicitation.
- Any person or affiliate, who has been disbarred from bidding on projects by any federal, state or local government agency, must fully disclose to the Owner the details of such disbarment.
- The Owner reserves the right to request clarification of information submitted in the Proposal, to interview Respondents, and to request additional information of one or more Respondents. In addition, the Owner may conduct such investigations and interviews as it deems necessary to assist in the evaluation of any Proposal and to establish to the Owner's satisfaction the responsibility, qualifications and financial ability of any Respondent.

XI. SELECTION PROCESS

All Proposals will be reviewed by the Owner. The Owner shall be sole judge as to evaluation and ranking of Proposals. Based on the evaluation and ranking, interviews may be conducted with selected Respondents. No Respondent's conference is anticipated for this RFP.

The Owner will assess the aspects of the Proposals in the following manner:

Evaluation Factors	Points
Overall Firm Capabilities	20
Previous Experience and References	20
Proposed Staff/Subcontractor Qualifications	20
Proposed Fee	25
Financial Responsibility	10
MBE/WBE/SBE/Section 3 Participation	5

The Owner intends to attempt to negotiate a Management Agreement with the top-ranked Respondent whose Proposal conforms to this RFP and is most advantageous to the Owner (i.e., that which represents the best value to the Owner), in terms of cost or price and other factors considered. In the event the top-ranked Respondent elects not to participate in the negotiation process or if negotiations with the Respondent reach an impasse, the Owner reserves the right to terminate negotiations and invite the next ranked Respondent to participate in the negotiation process.

XII. AWARD

The final selection of pre-qualified Respondents will not create a binding contract or obligation on the part of the Owner to enter into a Management Agreement or any other agreement with any of the pre-qualified Respondents. Respondents acknowledge and understand that their selection is subject to the successful negotiation of a mutually acceptable Management Agreement for Newsome Homes, and that the selection of a successful Respondent is subject to the approval of the Board of Directors of MAHDC, as the sole member of the general partner of the Owner, the Owner's lenders and investors, TDHCA and HUD.

XIII. CONFLICTS OF INTEREST

The Respondent will ensure that it and persons working on its behalf do not undertake any contract or other relationships that places the Respondent in an actual or potential conflict of interest position with any other entity. The Owner requires the Respondent to disclose any conflict in writing to the Owner. The Owner's consent and waiver to a conflict must be obtained in writing.

EXHIBIT A

NEWSOME HOMES OPERATING BUDGET

(Please See Attached.)

EXHIBIT B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

By the submission of this response, _____ certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this response been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this response had one or more public transactions (Federal, State or local) terminated for cause or default.

Name of Organization: _____

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

I, _____, hereby certify on behalf of _____
(insert name of respondent) and its key principals that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, or any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Key Principal of Respondent