

**REQUEST FOR QUALIFICATIONS  
FOR  
REAL ESTATE DEVELOPMENT SERVICES**

**DUE DATE: November 4, 2021**

**3:00 p.m. (CST)**

**The Housing Authority of the City of McKinney  
603 N. Tennessee Street  
McKinney, Texas 75069**

**Issue Date: October 4, 2021**

Any questions regarding this Request for Qualifications should be in writing and sent by email or mail to the Authority at the following address:

The Housing Authority of the City of McKinney  
603 N. Tennessee Street  
McKinney, Texas 75069  
Attention: Roslyn Miller, Executive Director  
Email: [rmiller@mckinneyha.org](mailto:rmiller@mckinneyha.org)

The following are the Key Dates associated with this Request for Qualifications:

**Deadline for Submission of Questions:** 3:00 p.m. (CST) **October 28, 2021**

**Deadline for Submission of Qualifications:** 3:00 p.m. (CST) November 4, 2021

## I. INVITATION AND SCOPE

The Housing Authority of the City of McKinney (the "**Authority**") is inviting statements of qualifications from experienced real estate developer partners (each, a "**Development Partner**") to participate in the revitalization of one or both of the Authority's existing public housing properties, Cockrell Homes ("**Cockrell**") and Lloyd Owens ("**Lloyd Owens**" and, together with Cockrell, the "**Sites**") by maximizing the resources available for affordable housing purposes within the City of McKinney, Texas. Each of the Sites is described in more detail below. The work will include successfully applying for and securing funding to rehabilitate, revitalize or develop one or more of the Sites into affordable housing communities.

The Sites are multifamily properties within a five-mile radius of one another in the City of McKinney, Texas and consist of the following developments:

Lloyd Owens – constructed in 1956; twenty-six (26) units; nine (9) buildings; mix of 1- and 2-story 1, 2 and 3 bedroom apartments; and

Cockrell Homes – constructed in 1958; twenty-four (24) units; twenty-one (21) buildings; all 1-story 1, 2 and 3 bedroom apartments.

The existing Sites are in dire need of revitalization. The Authority intends to utilize the U.S. Department of Housing and Urban Development's ("**HUD**") asset repositioning tools, including, without limitation, the Rental Assistance Demonstration program ("**RAD**") and demolition/disposition under Section 18 of the U.S. Housing Act of 1937, as amended ("**Section 18**"), to support the revitalization of the Sites.

The Authority desires to revitalize Lloyd Owens first. Specifically, the Authority desires to utilize a blended RAD and Section 18 conversion to revitalize Lloyd Owens, combined with a RAD Transfer of Assistance from the twenty-four (24) public housing units at Cockrell and one (1) public housing scattered-site property to the revitalized Lloyd Owens site. Accordingly, Developer Partners who can demonstrate familiarity with RAD, Section 18, and Transfers of Assistance will be viewed favorably by the Authority. Additionally, Developer Partners who can demonstrate a plan for rehabilitating and/or constructing at least fifty-one (51) affordable residential rental units at Lloyd Owens to accommodate the Transfer of Assistance from Cockrell and the scattered-site unit to Lloyd Owens will be viewed favorably by the Authority. Furthermore, the Authority is interested in receiving proposals for the subsequent revitalization of Cockrell following the successful revitalization of Lloyd Owens. The Authority desires to serve as co-development partner for these developments.

It is the intent of the Authority to share a portion of the developer fee with the Development Partner. This sharing of fee is indicative of the risk the Authority is requesting from the Development Partner. The Authority also desires to have the right of first refusal to acquire the completed development and option to purchase the development at the end of the tax credit compliance period, in the event low income housing tax credits ("**LIHTC**") are utilized in the revitalization efforts undertaken for the Sites. The Development Partner (or an affiliate thereof) may serve as the managing general partner or managing member of the limited partnership or limited liability company that will construct, own and operate any developments created on the

Sites (each, an "**Owner Entity**") until stabilization, at which time the Authority or its affiliate will have the option to obtain the Development Partner's general partner or member interest in the Owner Entity. The Authority will have the option to assume complete management responsibility after stabilization of any development. Before the commencement of any pre-development activities, the Authority and the Development Partner will enter into a mutually agreeable master development agreement setting forth the terms and conditions for each development of the Sites (the "**Master Development Agreement**"), which will be subject to the approvals of the Authority's Board of Commissioners and, where applicable, HUD. The Authority expects that redevelopment of any Site may be undertaken in one or more phases and the Authority reserves the right, at the Authority's option, to engage the Development Partner in subsequent phases of redevelopment of one or more Sites.

The Authority's goal is to receive sufficient funding and proceed through the development and closing process as expeditiously as possible. In furtherance of those efforts, any Master Development Agreement entered into will provide for termination of the Master Development Agreement if a financial closing is not achieved within 12 months from the date of the Master Development Agreement, unless mutually extended by the parties. Responses that demonstrate an ability to complete the development on the earliest possible, realistic schedule thus will be favorably received by the Authority.

## **II. REGULATORY SUMMARY**

If the Development utilizes federal funds received by the Authority through HUD, it will be considered under HUD's Mixed Finance Rule for public housing and HUD's Subsidy Layering Rule. The Mixed Finance Rule permits public housing authorities to (i) allow the development of projects that include nonpublic housing units in addition to public housing units; (ii) enter into partnership or other arrangements with non-profit and for-profit private Development Partners to own the development; and (iii) transfer operating and capital subsidies to public housing units. In addition, the mixed-finance development will be subject to HUD's Safe Harbor Standards and Total Development Cost Limits.

Most, if not all, developments on the Sites will be subject to the jurisdiction of various governmental entities. Although the existing Sites are owned by the Authority, the existing Sites are subject to restrictive covenants running to HUD, which has provided subsidies and other funding. Depending on the particular financing programs utilized in any redevelopment, particular HUD and Texas Department of Housing and Community Affairs rules and regulations may apply to the Sites. The Sites are also subject to other codes, ordinance and laws, including without limitation, those of the City of McKinney, Collin County, and the State of Texas.

Consistent with Presidential Executive Orders 11625, 12138 and 12432, and Section 3 of the HUD Act of 1968, the Development Partner will make efforts to ensure that small and minority-owned businesses, women's business enterprises, labor surplus area businesses and individuals or firms located in or owned in substantial part by persons residing in the area of the mixed-finance development are used when possible.

### **III. THE DEVELOPMENT PARTNER'S ROLE**

The Development Partner will be an integral partner with the Authority throughout the redevelopment effort. The following is a representative list of the expected responsibilities of the Development Partner. The following list is not inclusive of all duties. Such duties will ultimately be set forth in the Master Development Agreement.

- a. The Development Partner shall provide, or arrange for the provision of, all such services as are necessary for the development and construction of each development, including without limitation all master planning and financing activities and services;
- b. Prepare a complete predevelopment and development schedule;
- c. Prepare a financing plan including detailed development and operating budgets;
- d. Provide regular reports to the Authority on the progress of the development efforts including work completed, associated costs, schedule and budgetary requirements;
- e. Prepare any financing applications as necessary to ensure overall project feasibility and complying with requirements applicable to receipt of any funding awarded;
- f. Structure and secure all necessary construction and permanent financing;
- g. Prepare asset repositioning applications for submission to HUD, including RAD and/or mixed-finance development proposals;
- h. Identify a tax credit syndicator with competitive terms;
- i. Develop a construction strategy and implementation schedule;
- j. Undertake environmental and geotechnical testing;
- k. Oversee design, construction and quality control of the development;
- l. Procure the construction contractor for a competitive price;
- m. Assist the Authority with resident relocation efforts, including those required for a RAD Transfer of Assistance;
- n. Select third party contractors, including design professionals, based on competitive pricing;
- o. Provide a completion guarantee to the Authority, all guarantees required by the low-income housing tax credit investor, lenders and all third parties, including, but not limited to, development deficit guarantee/construction completion guarantee required by the lender and equity investor;
- p. Review, recommend and submit draw requests for approval and disbursement;

- q. Work with the Authority to undertake all marketing and lease up efforts;
- r. Work with the Authority to develop expertise in the development process and the expertise necessary for the Authority to manage tax credit housing;
- s. Obtain all required building permits, zoning and other regulatory approvals; and
- t. Assist in the development of management plans related to the Sites.

All work in all phases shall be completed in strict accordance with the Authority's and HUD's procurement policies. All work is subject to, and shall comply with, all federal, state and local government requirement, regulations, codes, guidelines, standards and policies.

Although the Authority is not providing such documents, the successful respondent must be familiar with or become familiar with the following documents and regulations.

- a. 4 CFR Part 8, non-discrimination based on handicap;
- b. Section 504 of the Rehabilitation Act, as amended, and the rules and regulations there under;
- c. 24 CFR Part 75, employment opportunities for Section 3 business and low-income persons;
- d. The HUD Procurement Handbook;
- e. 24 CFR Part 85 procurement and OMB Circular A-87 (concerning procurement and costs).

#### **IV. QUALIFICATIONS**

Each respondent must have within its development team:

- a. Experience in master planning and the construction, redevelopment or revitalization of multifamily communities;
- b. Experience in maximizing the use of various financing vehicles, including low income housing tax credits;
- c. Experience in the development, construction and management of rental housing developments located in the State of Texas;
- d. Experience in site preparation and infrastructure development including, without limitation, entitlements and zoning matters;
- e. Experience in housing developments that incorporate tax credit and affordable housing financing;
- f. Experience in construction management and general contracting;

- g. Experience in residential rental property management, including maintenance and security functions;
- h. Documented history of successfully developing low income housing tax credit properties which have low crime rates, as well as a history of long-term financial stability;
- i. Experience in working with non-profit organizations;
- j. Expertise in regulatory compliance issues;
- k. Experience in actively working with residents with job training and career opportunities by providing upward mobility programs within their own companies or by partnering with other companies to offer job training or career development programs and/or programs that assist residents obtain and/or maintain employment;
- l. Expertise with local government authorities which regulate the permits and utilities necessary of development;
- m. Expertise in Section 3 and WBE and MBE compliance; and
- n. Expertise in HUD rules, including mixed finance, RAD, Section 18 and subsidy layering rules.

The respondent should also have within its development team, experience in the following:

Compliance with the Davis-Bacon Act and other Federal Labor Standard Provisions; Title VI and other applicable provision of the Civil Rights Act of 1964; the Department of Labor Equal Opportunity Clause (41 CFR 40-1.4); Section 109 of the Housing and Community Development Act of 1974; Executive Order 11625 (Utilization of Minority Business Enterprise); Executive Order 12138 (Utilization of Female Business Enterprise) which require the Authority to maximize minority and female business participation in all program activities; and Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990.

Compliance with Section 3 of the HUD Act of 1968 which requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project and contracts be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

Compliance with Title VI of the Civil Rights Act of 1964 which prohibits denial of benefits and discrimination under Federally assisted programs on the basis of race, color or national origin; Section 109 of the Community Development Act which prohibits discrimination in programs and activities.

The Authority has previously selected from competitive proposals Fox Rothschild LLP to serve as Legal Counsel to the Authority.

## V. INSURANCE AND BONDS

Upon commencement of the Master Development Agreement, the Development Partner will procure and maintain at all times and at the Development Partner's own expense, the types of insurance specified below. The insurance carriers used by the Development Partner must be authorized to do business in the State of Texas and the insurance provided will cover all operations under the Master Development Agreement, whether performed by the Development Partner 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.
- Commercial General Liability Insurance (primary and umbrella) or equivalent with limits of not less than \$5,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. The Authority 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 Master Development Agreement.
- Automobile Liability Insurance (primary and umbrella) for motor vehicles (owned, not 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 per occurrence combined single limit, for bodily injury and property damage. The Authority is to be named as an additional insurance on a primary non-contributory basis.
- Professional Liability Insurance covering acts, errors or omissions with limits which are the greater of 100% the value of the professional services contract or \$5,000,000 annual aggregate. Coverage extension will include blanket contractual liability and will enable the Authority to make claims under such policy for the term provided by law following discovery or the termination of the Master Development Agreement. When the policies are renewed or replaced, the policy retroactive date must coincide with or precede the start of work under the Master Development Agreement. A claims policy which is not renewed or replaced must have an extended reporting period of one (1) year.
- Blanked Crime Insurance shall cover all persons handling funds under the Master Development Agreement, including, without limitation, the Development Partner's employees, agents and subcontractors, and cover against loss by dishonesty, robbery, burglary, theft, destructions, disappearance, computer fraud, credit card forgery and other related crime risks. The policy limit shall cover losses for the maximum funds collected, received and on premises, or all at any given time.
- Broad Form Builder's Risk Insurance shall, at any time before the Development Partner or Owner Entity has issued a notice to proceed under any construction contract related to any portion of a mixed-finance development or site, cover the structures to be constructed pursuant to such contract as well as the associated materials supplies, machines and equipment that belong to or will be a part of such structure for the duration of any outstanding construction contract between the parties. It shall be in a form submitted to

and approved by the Authority insurance all work in place and all materials used for such work, and payable on a completed value basis regardless of whether partial payment has been made by the Authority. The Authority (or its designee) shall be named as loss payee. Insurance funds paid shall be deposited in an escrow account and all repairs shall be paid out from that account. Such insurance shall insure the interests of subcontractors as well as the Development Partner and the Authority, as their interests may appear.

- Property Insurance shall, if the Development Partner maintains an office on the Authority's property, be purchased and maintained for the Development Partner's property utilized at the work site to full insurable value thereof. Insurance shall include all risk insurance for physical loss or damage including, without duplication, theft, vandalism, and malicious mischief. Insurance shall include coverage of owned and rented equipment and temporary facilities. If insurance is written with stipulated amounts deductible under the terms of the policy, the Development Partner shall be responsible for covering the cost of all deductibles.

The Development Partner will be required to furnish the Authority original Certificates of Insurance evidencing the required coverage to be in force on the date of the Master Development Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of the Master Development Agreement.

Such Certificates of Insurance shall state that a thirty (30) day notice of prior cancellation or change will be provided to the Authority. Notwithstanding the foregoing, the Development Partner shall notify the Authority (a) simultaneously with any notice sent by the Development Partner to its insurance carrier terminating all or any portion of its insurance coverage; or (b) within five (5) days following receipt by the Development Partner of notice of cancellation or nonrenewal from its insurance carrier. Immediately upon receipt or provision of notice terminating any insurance coverage, the Development Partner shall obtain new coverage in such types and for such amounts as required by this RFQ, which shall also be included (and may be further expanded upon) in the Master Development Agreement. The Development Partner promptly shall provide to the Authority copies of such new policies and comply in all respects with the insurance requirements of the Master Development Agreement.

The Development Partner will require all subcontractors to carry the insurance required herein, or the Development Partner may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted will so stipulate. The Authority will be named as an additional insured on all subcontractor insurance policies. The Development Partner and each subcontractor will agree that insurers will waive their rights of subrogation against the Authority. The Development Partner will agree that any insurance or self-insurance programs maintained by the Authority will apply in excess of insurance provided by the Development Partner under the Master Development Agreement.

Prior to closing, the construction professional (general contractor or construction manager) will be required to submit a performance and payment bond for 100% of the construction contract price. The Development Partner shall ensure that such performance and payment bond is obtained and remains in place of the term of the construction contract.

## **VI. INVITATION FORMAT**

Attached to this RFQ is a "**Qualification Submission Document.**" Responses are to be made by completing the Qualification Submission Document in its entirety. The respondent shall submit one (1) original and three (3) copies of the completed Qualification Submission Document to:

The Housing Authority of the City of McKinney  
603 N. Tennessee Street  
McKinney, Texas 75069  
Attention: Roslyn Miller, Executive Director

The Authority reserves the right to reject any or all materials or to request supplemental materials. The Authority further reserves the right to request oral presentations by all or some of the respondents. The Authority requests that respondents' information be succinct.

The Authority reserves the right to cancel or revise, in part or in whole, this RFQ, 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 Authority cancels or revises this RFQ.

Any questions should be in writing and directed to the Authority by email or mail at the following address:

The Housing Authority of the City of McKinney  
603 N. Tennessee Street  
McKinney, Texas 75069  
Attention: Roslyn Miller, Executive Director  
Email: [rmiller@mckinneyha.org](mailto:rmiller@mckinneyha.org)

Replies will be issued by addenda and mailed to all parties recorded by the Authority as having received this RFQ. Questions received after 3:00 p.m. (CST) on **October 28**, 2021 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.

## **VII. RESPONSE DUE DATE**

All Qualification Submission Documents must be received by the Authority no later than 3:00 p.m. (CST) on **November 4**, 2021. Other than supplemental materials requested by the Authority, no supplements or amendments will be accepted after this date and time. Submittals received after the date and time specified above will not be considered. Submittals must be made in strict compliance with the requirements of this RFQ. Following evaluation of qualifications and approval by the Authority, the respondents who are found to be responsive to this RFQ will be ranked.

## **VIII. SPECIAL CONDITIONS**

By Submitting a Qualifications Submission Document in response to this RFQ, respondents acknowledge and agree to the following conditions:

- All Qualification Submission Documents submitted in response to this RFQ become the property of the Authority. As such, all Qualification Submission Documents submitted are public records, subject to public review.
- The Authority will make no determination as to the adequacy of any system, process, procedure or representation made by any respondent. As such, qualification does not infer approval by the Authority approves of any such systems, processes, procedures or representations.
- No respondent shall initiate contact with any member of the Board of Commissioners of the Authority regarding this RFQ until after completion of the selection process and execution of the Master Development Agreement. If any respondent has any reason, not related to this RFQ, to contact any member of the Board of Commissioners of the Authority, such respondent will be required to disclose to that party that they are a respondent to this RFQ. Failure to adhere to this requirement may result in disqualification from the instant solicitation.
- The Authority accepts no responsibility for any expenses incurred in a respondent's preparation of the solicited Qualification Submission Document; such expenses are to be borne exclusively by each respondent.
- Only one (1) Qualified Submission Document from a respondent will be considered.
- The Authority reserves the right, in its sole discretion to waive any irregularities in any Qualifications Submission Documents, reject any or all Qualifications Submission Documents, and re-solicit for Qualification Submission Documents.
- 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 Master Development 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 or otherwise precluded from bidding on projects by any federal, state or local government agency must full disclose to the Authority the details of such disbarment or preclusion.
- The Authority reserves the right to request clarification of information submitted in the Qualification Submission Documents, to interview respondents and to request additional information of one or more respondents. In addition the Authority may conduct such investigations and interviews as it, in its sole discretion, deems necessary to assist in the evaluation of any Qualification Submission Document submitted, including, without limitation, the respondent's financial ability.

## **IX. SELECTION PROCESS**

All proposals will be reviewed by the Authority's Board of Commissioners. The Authority's Board of Commissioners shall be the sole judge as to the evaluation and ranking of proposals. Such evaluation and ranking will be done by the Board of Commissioners in a consensus determination of the Board of Commissioners. The Board may obtain and take into consideration advice and consultation from third parties including legal and financial consultants. Based on such evaluation and ranking, interviews may be conducted with selected respondents. No respondents' conference is anticipated for this RFQ.

The Authority intends to utilize the following aspects to assess the proposals, provided that the Board of Commissioners reserves the right to consider other factors brought to its attention in the proposals received:

<b>Evaluation Factors</b>	<b>Points</b>
Development Team	15
Development Experience	15
Project Specific Experience	15
Financing Experience	15
Financing Strategy	15
Financing Structure and Share of Development Fee and Other Fees	5
Financial Responsibility	10
References	10

The Authority intends to attempt to negotiate a Master Development Agreement with the top-ranked respondent. In the event the top-ranked respondent elects not to participate in the negotiation process or if such negotiations do not yield a fully executed Master Development Agreement, the Authority reserves the right to terminate negotiations and invite the next highest ranked respondent to participate in the negotiation process. Furthermore, the Authority reserves the right to reject any or all Qualification Submission Documents or terminate this RFQ at any time.

The Authority may select more than one respondent and assign different Sites to each. Moreover, the Authority may choose not to accept any or all Qualification Submission Documents or terminate this RFQ at any time.

## **X. AWARD**

It is not anticipated that respondents will be interviewed. If the Authority determines that interviews are necessary, interviews will be scheduled upon advance notice to all respondents. Notification in the form of a written notice of award is expected as soon as practical after the submission due date. The final selection of pre-qualified respondents will not create a binding contract or obligation on the part of the Authority to enter into a Master Development Agreement or any other agreement with any of the pre-qualified respondents.

# QUALIFICATION SUBMISSION DOCUMENT

## FOR

### REAL ESTATE DEVELOPMENT SERVICES

#### STATEMENT OF QUALIFICATIONS

Respondents to the Request for Qualifications for Real Estate Development Services issued on [REDACTED], 2021 (the "RFQ") by the Housing Authority of the City of McKinney (the "Authority") will be the entity that will serve as the Development Partner, as described in the RFQ, if selected (the "Development Partner Entity"). The respondent's submittals in response to the RFQ shall be accompanied by a Letter of Interest on the respondent's letterhead. The Letter of Interest should: (i) state respondent's understanding of the work to be done; (ii) state why the respondent believes itself to be best qualified to perform the engagement; (iii) certify respondent's ability to start work immediately; (iv) certify respondent's commitment to perform the work expeditiously; (v) certify respondent's ability to timely obtain the required insurance; (vi) certify respondent's commitment to make efforts to ensure that small and minority-owned businesses, women's business enterprises, labor surplus area businesses and individuals or firms located in or owned in substantial part by persons residing in the area of the mixed-finance development are used when possible; and (vii) state that the response is firm and irrevocable for sixty (60) days.

#### DEVELOPMENT TEAM

Although the RFQ is only for the selection of the entity that will serve as the Development Partner as described in the RFQ, the respondent shall identify the development team for the developments described in the RFQ (the "Development Team"), which will include the Development Partner Entity and any other key professionals, which may include, but is not limited to, design, construction, marketing, financing, management and affordable housing professionals (the "Team Members").

1. DEVELOPMENT PARTNER ENTITY. Name and address, telephone, facsimile, e-mail address of the Development Partner Entity and website. State the type of legal entity (form of organization) and the state of organization of the Development Partner Entity.
2. KEY PRINCIPALS (INCLUDING ANY ENTITY) HOLDING AN INTEREST IN THE DEVELOPMENT PARTNER ENTITY, WHETHER IN EQUITY, BY AGREEMENT OR CONTRACTUAL. Name, address, position and description of the nature and percentage interest in the Development Partner Entity as to each such principal. Provide profiles of the principals and key staff to be involved in the development effort.
3. ORGANIZATIONAL STRUCTURE. Describe your organizational and management approach. Identify the individual who will serve as the project

manager and who will direct and coordinate the development effort to completion. Specify all members of the firm who will regularly interact with the Authority and describe their qualifications and responsibilities. This information should specify existing time commitments, previous development experience and whether the staff will be locally based.

4. **INTEGRATED APPROACH.** Describe how (or if) your organization has an integrated structure encompassing development, construction and property management services.
5. **LITIGATION/TERMINATION.** The Development Partner Entity and each person (including any entity) holding an interest in the Development Partner Entity must (i) identify any litigation within the last five (5) years where it was either plaintiff or defendant; and (ii) identify and summarize, including resolution (if any), any complaints filed against it related to the delivery of any professional or licensed services. Also, advise whether the Development Partner Entity or any of its affiliates have ever been terminated (whether with or without cause) prior to completing a project, and if so, identify the project and summarize the circumstances of the termination. The Authority reserves the right to contact any federal, state, county or local agency, department and/or licensing authority and/or company to verify the information provided pursuant to this section.
6. **TEAM MEMBERS.**
  - a. Identify each Team Member of the Development Team.
  - b. Describe each Team Member's specialization, relevant experience and specific contribution to the Development Team.
  - c. Describe in detail any identity of interest among the Development Team.
  - d. Submit an organization chart showing all of the key individuals from the Team Members who will be assigned to the project. The chart should reflect the hierarchy and lines of communication.
  - e. Submit resumes of the key individuals and detailed descriptions of the responsibilities that the key individuals will be required to perform.
  - f. Describe the degree to which the Team Members and key individuals can dedicate their professional time to the project.
  - g. Describe the Development Team's specific experience with: (i) new construction and marketing of affordable rental housing units in an urban setting; (ii) rehabilitation of existing housing and marketing thereof; (iii) complex financial structuring, including managing multiple funding sources, RAD, asset repositioning and mixed-finance projects; and (iv) the low-income housing tax credit ("**LIHTC**") program in Texas. Any previous collaboration among some or all members of the Development Team should

be noted. Successful experience in the mixed income development of communities similar to the project should be provided.

- h. If selected, the construction profession will be required to later submit a performance and payment bond for 100% of the contract price. Submit a letter from the construction professional, if any, certifying they construction professional's ability to provide such performance and payment bond.

7. CERTIFICATIONS. Submit the following certifications/documents:

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

8. DEVELOPMENT EXPERIENCE

List at least three, but not more than five, previous development transactions of the Development Partner Entity using the following format:

PROJECT NAME:

LOCATION:

NUMBER OF UNITS:

TOTAL DEVELOPMENT COST:

TYPE AND SIZE OF UNITS:

DATE SELECTED AS DEVELOPMENT PARTNER:

ORIGINAL PROJECTED COMPLETION DATE:

CURRENT STATUS:

FINANCING SOURCES AND AMOUNTS:

PROJECT REFERENCE:

**PROJECT SPECIFIC EXPERIENCE**

For each project described above, put an "x" in the box if your Development team performed the function or utilized the described financing. For Section 3/MBE/WBE, insert the appropriate numbers.

	<b>Project 1</b>	<b>Project 2</b>	<b>Project 3</b>	<b>Project 4</b>	<b>Project 5</b>
<b>REAL ESTATE</b>					
Development Feasibility Studies					
Sale of Real Estate					
Real Estate Redevelopment					
Zoning Approval					
Subdivision Approval					
Site Preparation Work					
Environmental Work					
Dedicated Infrastructure					
Master Planning					
<b>FINANCING</b>					
Financial Feasibility Studies					
LIHTC					
HOPE VI					
HOME					
CDBG					
RAD					
Historic Tax Credits					
Fannie Mae					
Federal Home Loan Bank					
Affordable Housing Program					
Bank Financing					
Bond Financing					
Bond Underwriting					
Tax Credit Syndicator					
Personal Guarantees					
Corporate Guarantees					
<b>CONSTRUCTION</b>					
General Contractor					
Construction Manager					
Infrastructure Construction					
Design Services					

	<b>Project 1</b>	<b>Project 2</b>	<b>Project 3</b>	<b>Project 4</b>	<b>Project 5</b>
<b>PROPERTY MANAGEMENT</b>					
Marketing Plans/Lease Up					
Property Manager					
Site Maintenance					
Site Security					
Public Housing Units					
RAD Units					
<b>SECTION 3/MBE/WBE</b>					
Dollars Paid as % of Total Development Cost					
Section 3/MBE/WBE Persons Employed					
<b>MISCELLANEOUS</b>					
Regulatory Compliance					
Supportive Services					
Other:					

**FINANCING**

Describe current terms your organization has been successful in negotiating to maximize the value of low-income housing tax credits. Illustrate this experience with descriptions of at least three (3) similar developments. Describe your approach to managing the financial risk associated with affordable housing development.

**FINANCING STRATEGY AND SHARING OF DEVELOPMENT AND OTHER FEES**

Provide a narrative description of the proposed methods that will be utilized to structure the development in such a way so as to maximize the amount of development fee received by the Authority and the Development Partner from the project. Include in such narrative description the Development Partner's plans for sharing development fee in a manner indicative of the risk the Authority is requesting from the Development Partner. Strategies that provide for the Authority to receive a higher share of development fee as well as other fees and cash flow shall be rated more favorably.

**FINANCIAL RESPONSIBILITY**

Submit financial statements for 2019, 2020 and, if available, the first two quarters of 2021, including balance sheets and statements of income and expenses prepared in accordance with generally accepted accounting principles (GAAP).

**REFERENCES**

References shall be provided for the experiences listed above (include name, telephone number and e-mail address of contact person). References must verify respondent's representations. In the event that the Authority elects to conduct reference checks, a uniform set of questions will be used to check each reference. The Authority reserves the right to check other references.

Housing Authority: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Housing Authority: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tax Credit Investor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Architect: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Financial Institution: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By the submission of this proposal, \_\_\_\_\_ 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 proposal 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 proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

**Name of Organization:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf of \_\_\_\_\_  
(insert name of proposer) 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