

REQUEST FOR PROPOSALS (RFP) NO. 2024-4002

CINCINNATI METROPOLITAN HOUSING AUTHORITY

SOLICITATION NUMBER 2024-4002

REQUEST FOR PROPOSALS

FOR

Tax Credit Syndicator and Lender for Marquette Manor

DATE ISSUED	March 20, 2024
NON-MANDATORY PRE-PROPOSAL CONFERENCE	March 28, 2024, at 3:00 PM (EST) Via Zoom https://cintimha.zoom.us/j/89558749575?pwd=MVFROXVqZDVTSm5ORFOzNU5TN3ZSdz09 Meeting ID: 895 5874 9575 Passcode: 581205
LAST DATE FOR QUESTIONS	Questions shall be submitted in writing no later than 11:00 AM EDT on April 10, 2024 , to procurement@cintimha.com . Responses to questions will be posted as an addendum to the website along with the other solicitation documents.
NOTICE OF INTENT TO SUBMIT	It is suggested that interested companies submit a notice of intent to submit a proposal to procurement@cintimha.com . By indicating your intent to submit a proposal you will receive notice of any addenda posted. <u>Notice of Intent is required to receive all reference and response documents for this solicitation. When you submit your notice of intent the additional documents will be sent to you by email.</u>
PROPOSAL SUBMITTAL RETURN & DEADLINE	<u>April 17, 2024, no later than 11:00 AM</u> local time to Procurement@cintimha.com
WHAT TO SUBMIT	Submit: An electronic proposal in PDF format and the term sheet in Excel format.

CMHA Reserves the right to modify this schedule at its discretion. Notification of changes will be made available to all interested parties via an email and/or by posting on CMHA’s website.

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS REQUEST AT THE DESIGNATED OFFICE OF CINCINNATI METROPOLITAN HOUSING AUTHORITY ON OR BEFORE THE STATED TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE AUTHORITY WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY THE DELIVERY MANNER CHOSEN BY THE RESPONDENT OR CAUSED BY ANY OTHER OCCURRENCE.

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INTRODUCTION

The Cincinnati Metropolitan Housing Authority (hereinafter, “CMHA” or “the Authority”) is a public entity that was formed in 1933 to provide federally subsidized housing and housing assistance to low-income families, within Hamilton County, Ohio. The Authority is headed by a Chief Executive Officer (CEO) and is governed by a seven-person board of commissioners and is subject to the requirements of Title 24 and Title 2 of the Code of Federal Regulations (hereinafter, “CFR”) and the Authority’s procurement policy. The Authority currently has approximately 205 employees, owns and/or manages over 5000 affordable housing units, and administers rental assistance for almost 12,000 privately owned rental units through the Section 8 HCV programs.

CMHA has several instrumentalities and related entities which develop and operate affordable housing in Hamilton County, Ohio. Those instrumentalities and related entities are included in this solicitation. As new developments and RAD conversions occur, additional instrumentalities will be created.

The Cincinnati Metropolitan Housing Authority (CMHA) is soliciting responses from prospective tax credit syndicators/investors, equity bridge lenders, and permanent lenders for Marquette Manor. Companies that have experience with RAD/LIHTC transactions may respond as a team or separately. CMHA is serving as the developer and has created a single asset entity, Marquette Manor, LLC, formed for the specific purpose of acquiring, owning and operating the project. Marquette Manor LLC’s managing member, Marquette Manor Development Corp., is solely owned by CMHA. In 2024, CMHA will convert this public housing site to Project Based Rental Assistance (PBRA) through HUD’s Rental Assistance Demonstration program. In May 2024, CMHA plans to apply for \$21.5M of volume bond cap from the Ohio Housing Finance Authority (OHFA), which in Ohio is not competitive. This will be CMHA’s sixth allocation of OHFA bonds and credits in the last five years from 2019 to 2023. Total development costs for Marquette Manor are estimated at \$43.2M.

In keeping with its mandate to provide efficient and effective services, the Authority is now soliciting proposals from qualified entities to provide the services described in the Scope of Work to the Authority. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

Attachments: It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

Attachment	Description	
A	Reference	Scope of Work
B	Reference	Terms and Conditions
C	Reference	The Authority’s Instructions to Proposers (ITP)
D	Complete and Return	Proposal Packet <ul style="list-style-type: none">Cover letter signed by an authorized representative that lists all representations.Narrative (limited to ten pages or less) that provides information about the firm and bios for key team members that will serve as the day-to-day points of contact to CMHA. List three references for RAD/LIHTC projects completed in the last five years.

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		<ul style="list-style-type: none">Narrative (limited to five pages or less), if needed, to further clarify any responses to the term sheet or variations from the Developer’s financial model (provided).
E	Complete and Return	Term Sheet <ul style="list-style-type: none">Fully completed Term Sheet (provide in Excel).

1.0 THE AUTHORITY’S MOTTO AND GOLD PERFORMANCE STANDARDS

In 2012, the Authority implemented its motto “Being an Asset to Hamilton County” in addition to establishing Gold Performance Standards which consist of the principles and values by which the Agency performs and how our partners, vendors, contractors and consultants are measured. The Gold Performance Standards are:

Respect *Timely* *Exceptional* *Initiative*
Excellent *Quality* *Accurate* *Integrity*
Value *Creativity* *Accountability* *Professionalism*

It is the Authority’s intent to procure services from a contractor that shares these standards and can clearly demonstrate what they can bring to this project that no other planner can offer.

The company’s proposal and overall presentation will be a direct reflection of their understanding of the Authority’s Gold Performance Standards, i.e. quality, creativity and professionalism, that the Authority expects of the contractor as evaluated in the Gold Performance Standard Evaluation Factor.

2.0 PROPOSAL FORMAT

2.1 Proposal Submittal: The Authority intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Proposal” basis ("Best Value," in that the Authority will, as detailed within the following Section 3.0, consider factors other than just cost in making the award decision). Therefore, so that the Authority can properly evaluate the offers received, all proposals submitted in response to this RFP must follow the format of the attached Proposal Packet. None of the proposed services may conflict with any requirement the Authority has published herein or has issued by addendum.

2.2 Proposal Submission: All proposals must be emailed and time-stamped **received** in the designated Authority office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of an electronic signed proposal and the term sheet in excel addressed to

Cincinnati Metropolitan Housing Authority
procurement@cintimha.com

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The subject line of the cover email(s) must clearly denote the RFP number and the body of the email must have the proposer’s name. Proposals received after the published deadline will not be accepted.

3.0 PROPOSAL EVALUATION:

Each Proposal submittal will be evaluated based upon the following information and criteria.

3.1 Evaluation Criteria: The evaluation panel will use both objective and subjective criteria to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal.

NO	POINTS	WEIGHTED AVERAGE	DESCRIPTION
1	0-5	30%	<p>Price and Pricing Considerations Amount of equity to be invested, anticipated pay-in schedule, credit amounts assumed, adjusters, and fees and expenses. Application, origination, commitment, extension, and any other fees; expenses including legal costs, third-party reports, and credit enhancement and rating costs; loan interest rate and corresponding ongoing borrowing cost.</p>
2	0-5	30%	<p>Non-pricing Considerations Terms and conditions of the investment including guarantee provisions, operating and other reserve requirements, insurance requirements, exit taxes, terms of purchase option and right of first refusal.</p>
3	0-5	20%	<p>Closing Considerations Reasonable due diligence requirements, process for getting approvals to close, demonstrated track record of the Respondent and its team members in closing in a timely and effective manner, comprehensiveness of term sheet.</p>
4	0-5	15%	<p>Relevant Experience Experience in syndication or placement of low-income housing tax credits including. Experience making affordable multi-family housing loans involving public housing authorities. Experience working with RAD conversions.</p>

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5	0-5	5%	<p>Gold Performance Standards The Proposer’s clear demonstration and understanding of THE AUTHORITY’S MOTTO and GOLD PERFORMANCE STANDARDS through the firm’s proposal as a direct reflection of the type of product the Authority may expect from the proposer.</p> <ul style="list-style-type: none"> • Legible and readable • No spelling or grammar errors • All required information is provided • Information is in correct sequence • Overall Presentation
		100%	Total Points

ATTACHMENT A: SCOPE OF WORK

1.0 Background

The Cincinnati Metropolitan Housing Authority (CMHA) is soliciting responses from prospective tax credit syndicators/investors, equity bridge and permanent lenders for Marquette Manor. Companies that have experience with RAD/LIHTC transactions may respond as a team or separately. CMHA is serving as the developer and has created a single asset entity, Marquette Manor LLC, formed for the specific purpose of acquiring, owning and operating the project. The managing member, Marquette Manor Development Corp., is solely owned by CMHA. In 2024, CMHA will convert this public housing site to Project Based Rental Assistance (PBRA) through HUD's Rental Assistance Demonstration program. In May 2024, CMHA plans to apply for \$21.5M of volume bond cap from the Ohio Housing Finance Authority (OHFA), which in Ohio is not competitive. This will be CMHA's sixth allocation of OHFA bonds and credits in the last five years from 2019 to 2023. Total development costs for Marquette Manor are estimated at \$43.2M.

Future planned development: CMHA has a pipeline of projects and is interested in establishing ongoing relationships with syndicators/investors and lenders. CMHA is in the process of converting approximately 4,500 public housing units to the Rental Assistance Demonstration (RAD) program over the next 5-7 years. Anticipated RAD conversions will require varied levels of rehabilitation to current units as well as an opportunity for new construction. CMHA's portfolio of public housing units are spread across 18 Asset Management Properties (AMPs), and include 12 high rise buildings, three large multi-family sites and more than 1,300 scattered site units. CMHA is also developing non-RAD affordable housing units for mixed income families, seniors, commercial/retail and other affordable housing options in the City of Cincinnati and Hamilton County.

Project Background: Marquette Manor is a CMHA-owned public housing community for general occupancy, constructed in 1967, located at 1999 Sutter Avenue, OH, 45225. The site is located in census tract 86.01. CMHA will substantially rehabilitate the existing 140 one-bedroom apartments located in one 15-story elevator building on a 4.38-acre site. Onsite amenities include a large community room with a pool table, vending machines, café seating, and TVs. There are balconies on every residential floor that overlook the city and laundry rooms on every other floor. The apartments and common space will be significantly improved to ensure long-term sustainability and marketability.

CMHA is expanding the exterior surface area parking lot to include 2 additional acres from an adjacent vacant CMHA public housing site. The current parking lot at Marquette Manor has capacity for 40 vehicles, in order to comply with local code requirements, provide ADA parking and to make the site more marketable, CMHA is increasing the surface area to 115 parking spaces.

CMHA has a Commitment to enter into a Housing Assistance Payment (CHAP) contract from HUD and intends to convert the subsidy from public housing to PBRA for all 140 apartments. The site is located in an opportunity zone, thereby, CMHA is requesting approval of a \$40 per unit per month rent boost to augment the \$950 in gross rent included on the CHAP issued by HUD on 02/12/24. CMHA plans to submit the rent boost request to HUD in March 2024; HUD

will approve an amount based on their underwriting. The PBRA Housing Assistance Payment contract will be for 20 years. As is required by RAD, Marquette Manor existing public housing residents will have the right to return to a newly rehabbed unit. CMHA is the relocation coordinator and plans to do the rehab by floor and to the maximum extent possible, CMHA will move households within the building as rehab is completed. CMHA has a strategic approach to relocation, stopping the leasing of units and consolidating vacancies; CMHA has recently converted three similar public housing elevator buildings, where the General Contractor works through each floor with its sub-contractors. The apartments at Marquette Manor are in high demand. The existing residents support this investment by CMHA, and the residents are excited to have their apartments updated and have enhanced community spaces in and around the building. CMHA meets with the residents frequently, typically every three months, exceeding RAD resident meeting requirements.

Location: Marquette Manor is located in the English Woods neighborhood near Cincinnati's central business district, connected by bus route 49, which stops in front of Marquette Manor. The site is within a two to five-mile radius of pre-schools, elementary, middle and high schools as well as colleges and universities. It is also in close proximity to grocery stores, pharmacies and hospitals, as well as Walmart and Target stores. The site is in a wooded neighborhood near public parks and recreation areas. As mentioned in previously, the site is located in an Opportunity Zone. Please see location and asset map included with the reference materials.

CMHA owns an additional 76-acres of land that is adjacent to Marquette Manor that is part of a different HUD AMP, much of the land is hillside, providing excellent views for Marquette Manor residents. The area surrounding Marquette Manor is wooded and peaceful, an urban enclave immediately outside the central business district, which includes both residential, commercial and job centers.

Recent Area Investments: Lick Run Greenway – Two miles south of the site the city invested \$103M in a multi-year project that opened in May 2021. The greenway provides green spaces, walking paths and recreational areas. Also, the City of Cincinnati included the English Woods neighborhood in its 2020-2024 Consolidated Plan as a geographic priority and specifically for the CDBG program, the city has designated English Woods as an active Neighborhood Reinvestment Strategy Areas (NRSA). NRSA designations assist with targeting CDBG resources in support of community revitalization efforts.

In 2020-2021, CMHA invested \$33.5M in the 114-unit Sutter View townhouse community called, which is 97.4% occupied. The previous Sutter View public housing site was converted as a LIHTC/PBRA/PBV RAD Section 18 Blend.

2.0 Consultant Scope

The Cincinnati Metropolitan Housing Authority (CMHA) is soliciting written responses from prospective investors to purchase the tax credits and from lenders to provide an equity bridge loan and permanent loan for Marquette Manor. Preference will be given to Syndicators/Investors that include an equity bridge loan through an affiliate and submit in coordination with a lending institution for the permanent loan. CMHA requires a seamless and efficient due diligence and closing process. From the agency's experience, this can be achieved if the investor and lenders are affiliated or working closely together.

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CMHA has a Commitment to enter into a Housing Assistance Payment (CHAP) contract from HUD to convert the 140 public housing units to project-based rental assistance under a 20-year Housing Assistance Payment contracts. In May 2024, CMHA plans to submit applications to OHFA for \$21.5M in volume bond cap and 4% LIHTC. Volume bond cap in Ohio is non-competitive and applications are accepted on a rolling basis. CMHA is committing over \$3M in agency funds and deferred developer fee and is working with the City of Cincinnati to confirm a soft financing source commitment, for which applications are accepted on a rolling basis. CMHA plans to submit an application to the City through their 2024 NOFA for City capital funds in early May 2024; the city anticipates making awards in August 2024.

Rehabilitation will be financed by tax credit equity, tax-exempt bonds, a General Partner contribution, CMHA capital funds, a Seller Note, deferred developer fee, an equity bridge loan, a permanent loan, and potentially City capital funds.

CMHA is considering conventional, GSE-guaranteed and FHA-insured mortgages.

Please reference the preliminary financial model and underwriting summary, which includes soft cost uses based on CMHA’s recent transactions and the architect of record’s construction cost estimate. The uses will be revised to reflect the final transaction, after the General Contractor fully bids out the sub-contractor work, soft source funding is approved and other information is confirmed. Summary sources are also included below.

Permanent Source	Amount
Low-Income Housing Tax Credit Equity	\$17,948,612
Permanent Loan	\$7,700,000
Seller Note	\$7,920,000
City of Cincinnati funds	\$750,000
CMHA capital funds	\$2,092,987
General Partner Developer Fee Contribution	\$5,850,000
Deferred Developer Fee	\$950,000
TOTAL	\$43,211,599

Organizational Structure As mentioned previously Marquette Manor, LLC an Ohio Limited Liability Company, will acquire the site from CMHA as the Leasehold Owner. Marquette Manor Development Corp. is an Ohio corporation and is the Managing Member for which CMHA is 100% the Sole Member. The Investor Member will be admitted at closing. At closing, Marquette Manor, LLC, an Ohio limited liability corporation, will enter into a 75-year ground lease with CMHA, a RAD Use Agreement with HUD and a RAD PBRA HAP for the 140 units. CMHA will provide, as necessary, the customary short and long-term guarantees and assurances regarding completion of rehabilitation, repayment of the construction loan, and delivery of low-income housing tax credits for amount and qualified basis.

Development Team Capacity

The developer is Cincinnati Metropolitan Housing Authority, a public body corporate and politic of the State of Ohio, located in Cincinnati, Ohio. The Developer was established in 1933 and for

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over 80 years has provided affordable rental housing for individuals and families throughout Hamilton County. The Developer has developed approximately 5,200 units in Ohio.

CMHA is the largest residential Developer and Asset Manager in Hamilton County. CMHA owns and manages 4,435 family and senior public housing apartments and has developed 916 LIHTC apartments and anticipates closing on an additional 260 apartments in 2024. CMHA also manages 11,800 housing choice vouchers. CMHA's/Touchstone's property and asset management portfolio includes 959 family and senior apartments as well as commercial space. The CMHA team and its property management affiliate, Touchstone, administers and manages compliance for LIHTC, RAD, PBV, PBRA and HOME programs. Touchstone is staffed by professionals with strong track records in compliance and fair housing regulations.

CMHA is in the process of converting approximately 4,500 public housing units to the Rental Assistance Demonstration (RAD) program over the next 5 to 7 years. Anticipated RAD conversions will require varied levels of rehabilitation to current units as well as an opportunity for new construction. CMHA's portfolio of public housing units are spread across 18 Asset Management Properties (AMPs) and includes 12 high rise buildings, three large multi-family sites and more than 1,300 scattered site units. CMHA is also developing non-RAD affordable housing units for mixed income families, seniors, commercial/retail and other affordable housing options in the City of Cincinnati and Hamilton County.

Marquette Manor will be managed by Touchstone Property Services, Inc., an instrumentality of CMHA. Touchstone has been involved in the management of apartment complexes since 2013 and currently manages more than 500 residential units throughout eight multifamily communities within Hamilton County, Ohio. These communities consist of apartment complexes, duplexes, and single-family homes in addition to more than 21,000 square feet of retail space.

Development Team

Developer: Cincinnati Metropolitan Housing Authority

Developer's Counsel: To be confirmed

HUD Development Consultant: Community Development Strategies

Design Team: LDA Architects

General Contractor: Bidding in March, selection in April

Relocation Coordinator: CMHA

Property Manager: Touchstone

Bond Underwriter and Trustee: Will be selected through a proposal process

Bond Counsel: Coats Rose (Cincinnati office)

Anticipated Project Milestones

April 2024 Select investor/bridge lender and GC

May 2024 Submit bond/LIHTC application

July 2024 Submit RAD Financing Plan (before August 1st – HUD deadline to close in 2024)

October 2024 HUD issue RCC

December 2024 Closing/Begin construction

Households Served

All Marquette Manor apartments will be both LIHTC and PBRA. CMHA will extend the low-income use past the 15-year compliance period to 40-years. Marquette Manor will serve the

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lowest-income tenants for a long-term period, 100% of the 140 apartments are set aside for low-income households (60% or less AMI). If there is a funding program that requires occupancy of extremely low-income (30% or less AMI), this site would qualify. As of February 1, 2024, based on occupied units 122 households are under 30% AMI and 2 households are under 50% AMI.

All 140 one-bedroom apartments will be under a Section 8 Project-Based Rental Assistance for which households will pay 30% of their adjusted income. Residents pay no utilities; this is reflected in the operating budget as the property pays all utilities and will not change. It is not financially feasible to individually meter utilities for this site.

This development does not provide supportive housing and does not include resident services, beyond what HUD’s RAD program requires.

Marquette Manor Unit Mix/Rent

Apartments	Program	Sq ft	Units	AMI	Gross Rent	Utility Allowance
1 bedroom/1 bathroom	RAD PBRA/LIHTC	546	140	All under 60%	\$990 (\$950 CHAP +\$40 rent boost)	\$0
Total			140			

Notes: CMHA has a RAD CHAP last amended on 02/12/24. The rent listed above is based on FY22 RAD rents with 2023 and 2024 OCAF adjustments. CMHA is in the process of applying for an opportunity zone rent increase for public housing to PBRA conversions. HUD will approve the increase based on underwriting, CMHA estimates an increase of \$40 PUPM. HUD will conduct a subsidy layering review as part of their closing approval process.

Property Taxes: CMHA’s General Counsel will provide a legal opinion confirming the Riverview-San Marco project is exempt from real estate taxes pursuant to Ohio Revised Code Section 5709.10, as long as it is owned by CMHA and used for CMHA’s statutory purposes under the Ohio Revised Code. CMHA had previously entered into a Cooperation Agreement covering all public housing sites with the City of Cincinnati, pursuant to which CMHA has agreed to make Payments in Lieu of Taxes to the City for so long as Marquette Manor remains owned by CMHA and used to house low-income households. CMHA will structure the ground lease so the leasehold mortgage will comply with applicable HUD requirements while ensuring that Marquette Manor will remain exempt from real and personal property taxes after the conversion of Marquette Manor pursuant to the RAD Program.

Sales Tax Exemption: CMHA is working with legal counsel to issue a completed Construction Contract Exemption Certificate that would permit the General Contractor to claim exemption from Ohio sales and use taxation under R.C. 5739.02(B)(13). A certificate asserting exemption under R.C. 5739.02(B)(13) would: (i) permit the General Contractor to purchase certain building and construction materials which become real property once incorporated into the Improvements without incurring Ohio Sales Tax; and (ii) result in CMHA and/or Marquette Manor, LLC to be deemed to be the consumer of all material purchased under the claim of exemption and liable for

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the tax on the incorporated materials in the event the tax commissioner ascertains that the parties were not entitled to exemption.

Construction Scope of Work

CMHA worked with its design and construction team, to determine the rehab scope of work for Marquette Manor. The rehab scope, estimated at \$19M, was designed to bring the site in compliance with 2020 Enterprise Green Communities criteria. The architect of record provided a rehab cost estimate, please see the reference materials. CMHA is bidding the project out in March and plans to select the General Contractor in April 2024. OHFA requires a higher level of accessible units than the federal requirements, including 10% (14 apartments) equipped for occupancy by mobility-impaired households and 5% (3 apartments) equipped for occupancy by hearing and sight impaired households, meeting the HUD minimum UFAS-Section 504 requirements. The construction contract requires payment of prevailing wage rates under Davis Bacon.

The construction scope of work includes extensive unit interior and exterior upgrades. The improvements include new kitchens, bathrooms, doors, lighting, plumbing fixtures and appliances. All flooring will be upgraded with vinyl, ceramic tile or an epoxy coating. Existing mechanical systems provide will be replaced with new energy efficient systems. Drywall will be installed over block walls. All apartments, hallways and common areas will be painted throughout. The gas hot water boiler will be replaced, and the electrical systems will be upgraded. The sanitary sewer and domestic water systems will be replaced. Hardwired smoke and carbon monoxide detectors will be installed. Offices will be reconfigured. The elevators will be completely refurbished mechanically and cosmetically. LED lighting will be installed in the interior and exterior. The brick exterior will be point-tucked, and the sidewalks and parking lots repaved.

Construction Schedule: It is expected that construction will begin in early January 2025 and take 14 months, commencing immediately after the transaction closes, with construction completion and occupancy reaching completion in early March 2026. The anticipated construction completion and lease up schedule will be provided to companies that submit a notice of intent to submit..

Relocation: CMHA has budgeted \$330,000 amount of relocation, this is based on the actual costs of previous similar projects and also the composition of the households currently living at Marquette Manor. During rehab and re-occupancy, the residents will be moved from one floor to another. In accordance with RAD requirements, existing residents will have the right to return. For the first phase of construction, it is anticipated that certain households will be temporarily relocated for approximately nine weeks so that construction can begin at the top floor and continue down each floor efficiently. CMHA will relocate the households on the top three floors of Marquette Manor to allow the construction contractor to get started. For these apartments, CMHA will enter into a master lease to other public housing units or find other comparable options. CMHA will then move residents to renovated apartments above. Permanent relocation is not anticipated. Residents will transition within the building, as CMHA works to consolidate vacancies to avoid inconveniencing households to the extent possible. The relocation team is meeting one-on-one with households and relocation is covered at every RAD resident meeting.

Readiness to Proceed: CMHA has the right team in place to close this transaction in 2024. There are no title issues and the financing sources have been identified. CMHA is currently going through FHEO and other longer lead time reviews with HUD. CMHA worked with the design team to develop the rehab scope of work and has completed 90% plans/specs that will be bid out in March 2024. CMHA is structuring the financing and obtaining HUD and OHFA approvals.

HUD Requirements

Existing Debt: CMHA has an existing Energy Performance Contract repayment agreement with HUD. The debt is spread out over CMHA's remaining apartments under its existing public housing ACC; the prepayment required is determined with each transaction. CMHA plans to pay \$420,000 to HUD at construction closing toward the EPC debt balance. This amount will be paid based on the difference of the Marquette Manor ground Lease acquisition amount and the Seller Note.

Declaration of Trust (DOT): A DOT has been recorded for the property and will be released by HUD at closing.

Subordination to the RAD Use Agreement: HUD requires that all lenders consent to the fact that the loan will be subordinate to the RAD Use Agreement.

Required Right of First Refusal: CMHA will have the right of first refusal and option to acquire all partnership or membership interests in the Owner Entity. Terms and conditions of such right of first refusal and option shall be negotiated by CMHA, in accordance with all HUD requirements. Any time after the expiration of the tax-credit compliance period (as defined in Sec. 42), CMHA's (directly or through an affiliate) right of first refusal and option to acquire the Development, or all partnership or membership interests in the applicable Owner Entity for a purchase price not more than the minimum required pursuant to Section 42(i)(7) of Section 42. The right of first refusal price shall be the lowest amount permitted under Section 42(i)(7) of Section 42, unless otherwise agreed by CMHA as an element of selecting an equity investor.

3.0 General attachments

- 3.1** Marquette Manor Project Summary
- 3.2** Marquette Manor Location Map
- 3.3** CMHA Development Portfolio Summary

Attachments made available to companies that submit a notice of intent to submit

- 3.4** Marquette Manor RAD CHAP
- 3.5** Marquette Manor Financial Model
- 3.6** Marquette Manor Rehab SOVs- Architect Cost Estimate
- 3.7** Marquette Manor Phasing and Delivery Schedule
- 3.8** Marquette Manor Appraisal
- 3.9** Marquette Manor Phase I ESA
- 3.10** Marquette Manor PNA

4.0 Letter of Intent/Letter of Commitment

For tax credit investors, acceptance of the selected syndicator's/investor's term sheet must be evidenced by a **Letter of Intent (LOI) to be finalized within 15 days of the date that the Selected Syndicator/Investor is notified**. Upon execution of a LOI, the parties will work in good faith to finalize the partnership agreement and other documents that impact the terms of the investment, all in a form and content satisfactory to CMHA.

For lenders, acceptance of the selected lender's term sheet for the equity bridge loan, construction loan or permanent loan will be initially evidenced by execution of a **loan commitment letter to be finalized within 15 days of the date that the Selected Lender is notified**. Upon execution of the loan commitment or engagement letter, the parties will work in good faith to finalize the loan documentation, in form and content satisfactory to CMHA.

Marquette Manor Project Summary

Marquette Manor is a CMHA-owned public housing community for general occupancy, constructed in 1967, located at 1999 Sutter Avenue, OH, 45225. The site is located in census tract 86.01. CMHA will substantially rehabilitate the existing 140 one-bedroom apartments located in one 15-story elevator building on a 4.38-acre site. Onsite amenities include a large community room with a pool table, vending machines, café seating, and TVs. There are balconies on every residential floor that overlook the city and laundry rooms on every other floor. The apartments and common space will be significantly improved to ensure long-term sustainability and marketability. CMHA is expanding the exterior surface area parking lot to include 2 additional acres from an adjacent vacant CMHA public housing site. The current parking lot at Marquette Manor has capacity for 40 vehicles, in order to comply with local code requirements, provide ADA parking and to make the site more marketable, CMHA is increasing the surface area parking to 115 spaces.

Location Marquette Manor is located in the English Woods neighborhood near Cincinnati's central business district, connected by bus route 49, which stops in front of Marquette Manor. The site is within a two to five-mile radius of pre-schools, elementary, middle and high schools as well as colleges and universities. It is also in close proximity to grocery stores, pharmacies and hospitals, as well as Walmart and Target stores. The site is in a wooded neighborhood near public parks and recreation areas. Also, the City of Cincinnati included the English Woods neighborhood in its 2020-2024 Consolidated Plan as a geographic priority and specifically for the CDBG program, the city has designated English Woods as an active Neighborhood Reinvestment Strategy Areas (NRSA). NRSA designations assist with targeting CDBG resources in support of community revitalization efforts.

Financing CMHA has a Commitment to enter into a Housing Assistance Payment (CHAP) contract from HUD to convert the 140 public housing units to project-based rental assistance under a 20-year Housing Assistance Payment contracts. In May 2024, CMHA plans to submit an application to OHFA for \$21.5M in volume bond cap and 4% LIHTC. Volume bond cap in Ohio is non-competitive and applications are accepted on a rolling basis. CMHA is committing over \$3M in agency funds and deferred developer fee and is working with Hamilton County to confirm their soft financing source commitment, for which applications are accepted on a rolling basis. CMHA plans to submit an application to the City through their 2024 NOFO for City capital funds in early May 2024; the city anticipates making awards in August 2024.

Rehabilitation will be financed by LIHTC equity, tax-exempt bonds, a GP contribution, CMHA capital funds, a seller note, deferred developer fee, an equity bridge loan, a permanent loan, and potentially City funds.

Permanent Source	Amount
Low-Income Housing Tax Credit Equity	\$17,948,612
Permanent Loan	\$7,700,000
Seller Note	\$7,920,000
City funds	\$750,000
CMHA capital funds	\$2,092,987
General Partner Developer Fee Contribution	\$5,850,000
Deferred Developer Fee	\$950,000
TOTAL	\$43,211,599

Organizational Structure CMHA has set up a sole purpose entity, Marquette Manor, LLC an Ohio Limited Liability Company, which will acquire the site from CMHA as the Leasehold Owner. Marquette Manor Development Corp. is an Ohio corporation and is the Managing Member for which CMHA is 100% the Sole Member 100%. The Investor Member will be admitted at closing. At closing, Marquette Manor, LLC, an Ohio limited liability corporation, will enter into a 75-year ground lease with CMHA (Owner), a RAD Use Agreement with HUD and one RAD PBRA HAP for the 140 units converted to RAD PBRA.

Developer and Relocation Coordinator: Cincinnati Metropolitan Housing Authority

Property Manager: Touchstone

Developer's Counsel: To be confirmed

HUD Development Consultant: Community Development Strategies

Design Team: LDA Architects

General Contractor: Bidding in March, selection in April

Bond Counsel: Coats Rose (Cincinnati office) **Bond Underwriter, Trustee:** To be confirmed

Marquette Manor Project Summary

Anticipated Project Milestones

April 2024 Select investor/bridge lender and GC

May 2024 Submit bond/LIHTC application

July 2024 Submit RAD Financing Plan (before August 1st – HUD deadline to close in 2024)

September 2024 HUD issue RCC

December 2024 Closing

Households Served All Marquette Manor apartments will be both LIHTC and PBRA. CMHA will extend the low-income use past the 15-year compliance period to 40-years. Marquette Manor will serve the lowest-income tenants for a long-term period, 100% of the 140 apartments are set aside for low-income households (60% or less AMI). If there is a funding program that requires occupancy of extremely low-income (30% or less AMI), this site would qualify. As of February 1, 2024, based on occupied units 122 households are under 30% AMI and 2 households are under 50% AMI. All 140 one-bedroom apartments will be under a Section 8 Project-Based Rental Assistance for which households will pay 30% of their adjusted income. Residents pay no utilities; this is reflected in the operating budget as the property pays all utilities and will not change. It is not financially feasible to individually meter utilities for this site.

Marquette Manor Unit Mix/Rent

Apartments	Program	Sq ft	Units	AMI	Contract /Gross Rent	Utility Allowance
1 BR/1 Bath	RAD PBRA/LIHTC	546	140	All under 60%	\$990 (\$950 +\$40 rent boost)	\$0
Total			140			

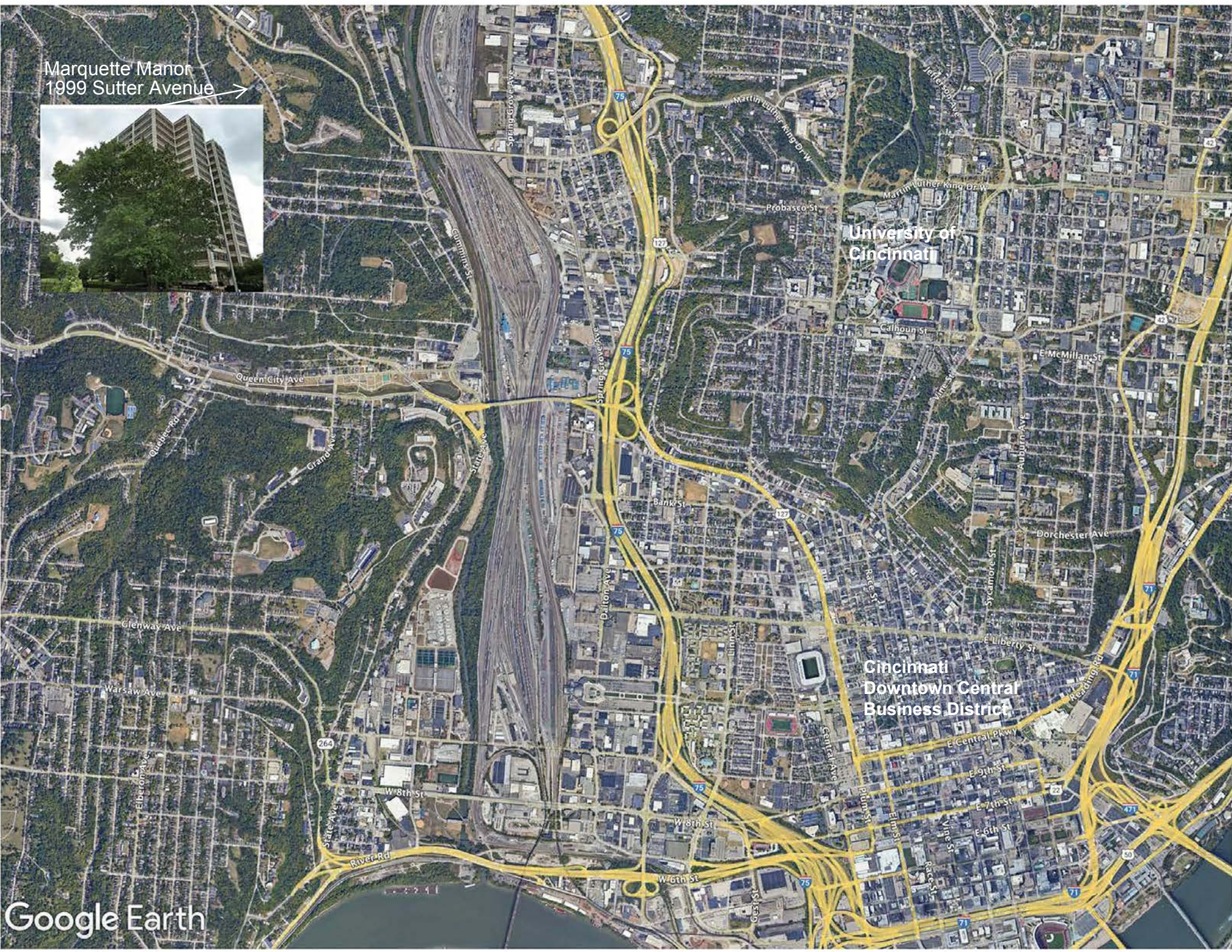
Notes: CMHA has a RAD CHAP last amended on 02/12/24. The rent listed above is based on FY22 RAD rents with 2023 and 2024 OCAF adjustments. CMHA is in the process of applying for an opportunity zone rent increase for public housing to PBRA conversions. HUD will approve the increase based on underwriting, CMHA estimates an increase of \$40 PUPM. HUD will conduct a subsidy layering review as part of their closing approval process.

Construction Scope of Work: CMHA worked with its design and construction team, to determine the rehab scope of work for Marquette Manor. The rehab scope, estimated at \$19M, was designed to bring the site in compliance with 2020 Enterprise Green Communities criteria. The architect of record provided a rehab cost estimate, please see the reference materials. CMHA is bidding the project out in March and plans to select the General Contractor in April 2024. OHFA requires a higher level of accessible units than the federal requirements, including 10% (14 apartments) equipped for occupancy by mobility-impaired households and 5% (3 apartments) equipped for occupancy by hearing and sight impaired households, meeting the HUD minimum UFAS-Section 504 requirements. The construction contract requires payment of prevailing wage rates under Davis Bacon.

The construction scope of work includes extensive unit interior and exterior upgrades. The improvements include new kitchens, bathrooms, doors, lighting, plumbing fixtures and appliances. All flooring will be upgraded with vinyl, ceramic tile or an epoxy coating. Existing mechanical systems provide will be replaced with new energy efficient systems. Drywall will be installed over block walls. All apartments, hallways and common areas, will be painted throughout. The gas hot water boiler will be replaced, and the electrical systems will be upgraded. The sanitary sewer and domestic water systems will be replaced. Hardwired smoke and carbon monoxide detectors will be installed. Offices will be reconfigured. The elevators will be completely refurbished mechanically and cosmetically. LED lighting will be installed in the interior and exterior. The brick exterior will be point-tucked, and the sidewalks and parking lots repaved. It is expected that construction will begin in January 2025 and take 14 months, commencing immediately after the transaction closes.

Relocation: During rehab and re-occupancy, the residents will be moved from one floor to another. In accordance with RAD requirements, existing residents will have the right to return. For the first phase of construction, it is anticipated that certain households will be temporarily relocated for approximately nine weeks so that construction can begin at the top floor and continue down each floor efficiently. CMHA will relocate the households on the top three floors of Marquette Manor to allow the construction contractor to get started. CMHA will enter into a master lease to other public housing units of find other comparable options. CMHA will then move residents to renovated apartments above. Permanent relocation is not anticipated. Residents will transition within the building, as CMHA works to consolidate vacancies to avoid inconveniencing households to the extent possible.

Marquette Manor
1999 Sutter Avenue



University of Cincinnati

Cincinnati
Downtown Central
Business District

Marquette Manor Neighborhood Assets Map





Marquette Manor
1999 Sutter Avenue



CINCINNATI METROPOLITAN HOUSING AUTHORITY

Developments and Team experience



AFFORDABLE HOUSING FOR HAMILTON COUNTY FAMILIES

EXPERIENCE IN ALL PHASES OF RESIDENTIAL DEVELOPMENT

Since 1933, the Cincinnati Metropolitan Housing Authority (CMHA) has worked to meet the housing needs of Hamilton County residents of all walks of life, of every age and of every socioeconomic strata. As the 17th largest Public Housing Authority in the United States, CMHA administers two primary programs: the Housing Choice Voucher program, which serves approximately 11,600 families, and the Asset Management or Public Housing program, which serves more than 5,300 families.

Currently, CMHA is working to transition its 5,300-unit public housing portfolio to the Rental Assistance Demonstration (RAD). This process represents an investment worth hundreds of millions of dollars in the future of Cincinnati communities.

Construction is ongoing at several CMHA developments throughout the city and county while transformational plans for additional communities are being devised. The agency is also working toward beginning construction on Logan Commons — its second new construction multifamily development within city limits in two years.

CMHA's efforts will spur inclusive economic development and help ensure Hamilton County is well positioned to thrive in the decades to come.



CMHA'S ECONOMIC IMPACT

CMHA's ongoing refinancing and rehabilitation of its public housing portfolio represents an enormous investment in Cincinnati and Hamilton County.

Between its self-developed sites, a handful of sites slated to be redeveloped in conjunction with private sector co-developers and the refinancing of its West End City West community, the agency expects to generate approximately \$1 billion in development spending in the next decade.

These dollars will be allocated in accordance with CMHA's award-winning economic inclusion programs.

ECONOMIC INCLUSION

CMHA has established aggressive goals for ensuring the dollars generated by redevelopment of CMHA properties result in shared benefits across the region. These goals include:

- Twenty percent of all new construction contracts go to Section 3 businesses (HUD's goal is 10%).
- Thirty percent of all new hires that are a result of an awarded contract are Section 3 individuals.
- Twenty percent of contracts go to Minority-Owned Businesses.
- Five percent of contracts go to Women-Owned Businesses.



THE RESERVE ON SOUTH MARTIN

Location:	<i>Mt. Healthy</i>
Units:	<i>60</i>
Scope:	<i>New construction</i>
Development Cost:	<i>\$12,086,404</i>
Completion:	<i>2013</i>

The Reserve on South Martin is located in Mt. Healthy, Ohio.

It features 48 one-bedroom and 12 two-bedroom units for seniors. It is managed by the Cincinnati Metropolitan Housing Authority's wholly owned subsidiary, Touchstone Property Services.

The Reserve's 60 units represent the CMHA's Gold Standard for Affordable Housing.

Each unit features a large bathroom, a front-loading washer and dryer, spacious closets, a private patio or balcony and walk-in showers. Residents enjoy The Reserve's gardening area, walking trails, inviting lobby, fitness center, library, computer stations, picnic areas, day lounges and community room with modern amenities.

In addition to its quality of life features, The Reserve demonstrates CMHA's commitment to energy efficiency. The building is certified LEED Platinum and was named Cincinnati's Greenest Building in 2014 by the Cincinnati Business Courier.



CARY CROSSING

Location:	<i>Mt. Healthy</i>
Units:	<i>36</i>
Scope:	<i>New construction</i>
Development Cost:	<i>\$7,894,022</i>
Completion:	<i>2017</i>



Individuals and families with disabilities in Hamilton County call Cary Crossing home.

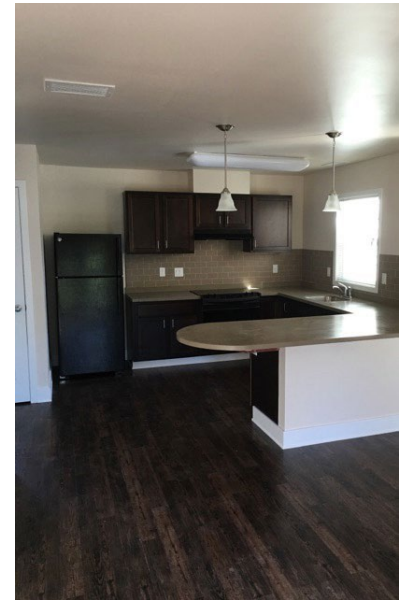
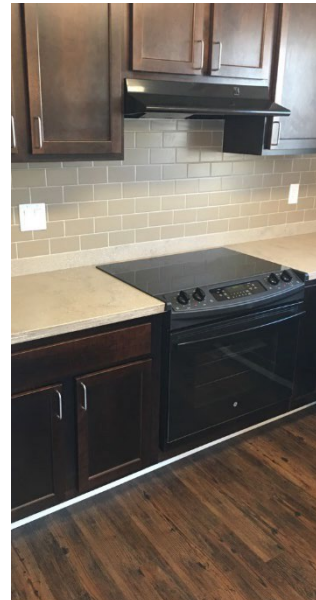
The Cincinnati Metropolitan Housing Authority completed the Mt. Healthy property in 2017 with 36 units of affordable one- and two-bedroom units, a community room and plenty of outdoor space.

All units meet the Uniform Federal Accessibility Standards for mobility, sight and sound accessibility. They feature private kitchens, bathrooms, bedrooms, storage, laundry hookups and patios.



The development addresses a previously unmet need for housing designed for independent accessibility to those with disabilities.

Cary Crossing provides easy access to medical institutions that provide low-cost medical and dental services to local residents. Future development will include a social enterprise to provide training and employment opportunities to the development's residents and their peers. The development site was selected for its proximity to public transportation and community services as well as its small town feel.



WEST UNION SQUARE

Location:	<i>Colerain Township</i>
Units:	<i>70</i>
Scope:	<i>New construction</i>
Development Cost:	<i>\$14,987,560</i>
Completion:	<i>2018</i>



Completed in 2018, The Cincinnati Metropolitan Housing Authority's 70-unit West Union Square provides amenity-rich housing for Hamilton County seniors.

The property was financed primarily with tax credits and provides 58 one-bedroom units, 12 two-bedroom units, a community room, theater, fitness area and ample outdoor gathering space.

Its rear courtyard and spacious lobby will recall a traditional American Main Street, making the building a natural gathering point for residents, their families and friends.

West Union Square also anchors the ongoing revitalization of Colerain Township's Jonrose Avenue. The property will replace a series of blighted multifamily developments that for years were marked by high vacancy rates, substandard living conditions and rampant crime.

West Union Square's revitalizing effects are already paying dividends, with community leaders having canceled plans to close a nearby school. CMHA is proud to have worked with local school and county officials to reroute through traffic and cultivate a more human-scaled neighborhood to meet the needs of all generations.



SUTTER VIEW

Neighborhood:	<i>English Woods</i>
Units:	<i>114</i>
Scope:	<i>Substantial Rehab</i>
Development Cost:	<i>\$34,149,083</i>
Completion:	<i>December 2020</i>

Sutter View is an apartment community just west of the Mill Creek Valley. Its northern and southern boundaries are major transportation corridors for commuters heading to Uptown (home to major higher education and medical institutions) and points north and south, including the Central Business District via Interstate 75.

CMHA converted 114 public housing units to RAD and financing significant rehabilitation with 4% Low Income Housing Tax Credits and Tax-Exempt Bonds, among other sources. Each apartment is being comprehensively rehabilitated, and all lead and asbestos will be removed. The apartments will be reconfigured so that they better respond to the community's needs. Kitchens, baths, flooring and mechanicals will be replaced. The rehabilitation also includes site work and parking lot repaving.



Before



After

THE EVANSTON

Neighborhood:	<i>Evanston</i>
Units:	<i>100</i>
Scope:	<i>Moderate Rehab</i>
Development Costs:	<i>\$3,011,500</i>
Completion:	<i>January 2021</i>

The Evanston is a 100-unit four-story property located at 1820 Rutland Avenue in its namesake neighborhood of Evanston.

Originally constructed in 1986, the building historically served as public housing for Cincinnati seniors. In recent years, however, it transitioned into a general occupancy residence. While their floorplans vary slightly, all 100 apartments are one-bedroom, one-bathroom units.

The Evanston was converted to the Rental Assistance Demonstration (RAD) on November 22, 2019. Its Housing Assistance Payment (HAP) with the Department of Housing & Urban Development (HUD) became effective December 1, 2019. All 100 units are subsidized with RAD Project Based Rental Assistance (PBRA).

CMHA leveraged this transition to RAD to facilitate a \$1.6 million rehabilitation of the property, which will be completed in early 2021. This work was financed with a FHA 223(f) mortgage, which was provided by ORIX Real Estate Capital (formerly RED Mortgage Capital).



HORIZON HILLS

Neighborhood:	<i>East Price Hill</i>
Units:	<i>32</i>
Scope:	<i>Moderate Rehab</i>
Development Cost:	<i>\$3,333,687</i>
Completion:	<i>November 2022</i>

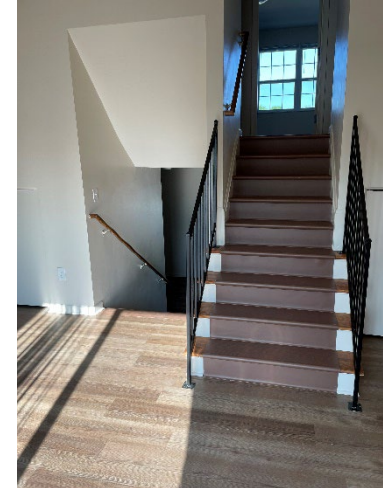


Horizon Hills is a multi-family apartment community comprised of 32 townhouse-style units. Horizon Hills is located in the Price Hill neighborhood along Grand Avenue and Warsaw Avenue in western Cincinnati. Horizon Hills was originally constructed in 1930 and consists of three Buildings, each three stories tall.

All 32 apartments have 2 bedrooms and 1.5 bathrooms. The property spans a total of 2.416 acres, and the total building area is approximately 37,000 square feet. Four of the units are accessible to residents who have sensory disabilities. Amenities include individual garages, basement storage, window air conditioning.

A Comprehensive modernization began in 2014 and was completed in 2016. The rehab included the replacement of kitchen appliances, cabinets, installations of LVT, Bathroom renovations, electrical system upgrades, new Boiler systems, new windows and patio doors and Plumbing upgrades and more.

The most recent transformation the property went through was replacement of the previous boiler and chiller systems with individual HVAC units. While not a visible transformation, this changes the resident's quality of life as they will be able to control temperatures in their units via thermostats. Other transformations include the replacement of the parquet flooring with LVT, 100% appliance replacement, new apartment doors and hardware, new mini blinds, painting, and in-depth unit preparation, and repairs to patio doors siding and encapsulating building columns with new aluminum and new intercoms. 50% replacement included new shelving and interior doors. The entire project was financed using CMHA capital dollars. The total development cost was \$3.33 Million.



PINECREST

Neighborhood:	<i>Price Hill</i>
Units:	<i>190</i>
Scope:	<i>Substantial Rehab</i>
Development Cost:	<i>\$38,408,458</i>
Completion:	<i>November 2021</i>

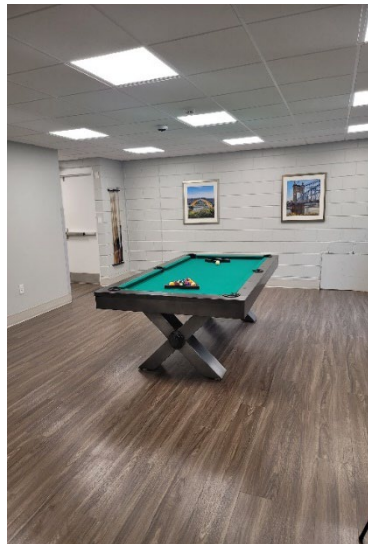


The revitalization of Pinecrest includes the substantial rehabilitation of a public housing multifamily elevator building located at 3951 W Eighth Street in the Price Hill neighborhood of Cincinnati.

Pinecrest was constructed in 1972 and consists of 190 multifamily apartments in a 9-story building. HUD's public housing Date of Full Availability (DOFA) was 03/01/1972. On June 29, 2020, Pinecrest converted from 190 units of public housing subsidy to 190 RAD PBRA/LIHTC apartments; the rehab is being financed by Tax-Exempt Bonds, Tax Credit Equity, a 40-year FHA insured mortgage through HUD's 221 d4 program, Ohio Housing Finance Agency (OHFA) Bond Gap Financing/ National Housing Trust Funds, a Tax-Exempt Sponsor Loan and a Taxable Sponsor Loan, CMHA Replacement Housing Factor (RHF) funds, and an Equity Bridge Loan.



All 190 apartments are restricted to tax credit eligible households, at 60% area median income (AMI) or below, during the compliance period and extended use period, as applicable and defined in Section 42 of the Internal Revenue Code.



In addition, on October 22, 2019, CMHA was awarded an allocation of National Housing Trust Funds (NHTF) from OHFA through their Bond Gap Financing/Housing Assistance Development Program application. NHTF are HUD funds allocated to states to serve extremely low-income households, at 30% AMI or below. Ten percent of the apartments at Pinecrest are set aside for households below 30% AMI for a minimum period of 30-years, governed by a funding agreement between OHFA and Pinecrest RAD, LLC.

PARK EDEN

Neighborhood: *Walnut Hills*
 Units: *176*
 Scope: *Substantial Rehab*
 Development Costs: *\$35,887,409*
 Completion: *June 2022*



Park Eden is a 9-story, 176-unit property in Cincinnati's Walnut Hills neighborhood. Since its construction in 1973, it has served as public housing administered by the Cincinnati Metropolitan Housing Authority (CMHA) and supported financially by the U.S. Department of Housing and Urban Development (HUD).

Midway through 2020, CMHA began performing gut rehabs of all 176 apartments at Park Eden. Apartments will be reconfigured to provide an airier feel. All residents will receive new bathrooms, new paint, new flooring and a variety of other upgrades. Common spaces will also be improved in order to improve the property's social environment and foster more positive connections among residents.

This transformational rehab will be made possible by the conversion of all 176 units to the Rental Assistance Demonstration and a corresponding PBRA subsidy. CMHA financed this rehab with a combination of sources that will include non-competitive housing tax credits, CMHA capital, reinvested developer fee, deferred developer fee, an FHA 221(d)(4) mortgage and seller take-back financing.



Sources (Permanent and Interim)

FHA 221(d)(4) Mortgage	8,422,000
Tax-Exempt Bond Proceeds – Series A	7,940,000
Tax-Exempt Seller Loan – Series C	7,810,000
Taxable Seller Loan	602,629
CMHA RHF Loan	1,949,488
Tax-Exempt OCFC Bridge Loan – Series B	3,250,000
Federal Tax Credit Equity	11,621,292
Developer Fee Loan	4,332,000
Deferred Developer Fee	1,150,000
Total	47,077,409

MARIANNA TERRACE

Neighborhood:	<i>Lincoln Heights</i>
Units:	<i>74</i>
Scope:	<i>Substantial Rehab</i>
Development Costs:	<i>\$18,347,485</i>
Completion:	<i>October 2023</i>

Marianna Terrace is 76-unit townhouse-style development located in north suburban Lincoln Heights. The property features one- to five-bedroom apartments and — as a result of its ample green space, quality local district and playground facilities — is well regarded among CMHA families with children.

This rehab converts ten two-story buildings and six one-story buildings, all of which were originally constructed in 1960. This project will bring the site into compliance with the Enterprise Green Communities criteria and ensure five percent of apartments are equipped for occupancy by mobility-impaired residents while an additional two percent are equipped for sensory-impaired residents.

The construction scope of work includes extensive unit interior and exterior upgrades aimed at modernizing the appearance of the aging structures while also affirmatively addressing some of the mechanical, electrical and plumbing issues identified as needing repairs by residents and engineers.

SOURCES:

1st Mtg: Lument FHA 221(d)(4)	4,600,000
2nd Mtg: CMHA CFP + GP Capital	2,086,354
3rd Mtg: Tax Exempt Seller Note	3,534,000
4th Mtg Taxable Seller Loan	410,000
5th Mtg- County HOME	500,000
Deferred Developers Fee	447,344
Net Equity to Project	6,769,787
TOTAL SOURCES	\$18,347,485



BENNETT POINT

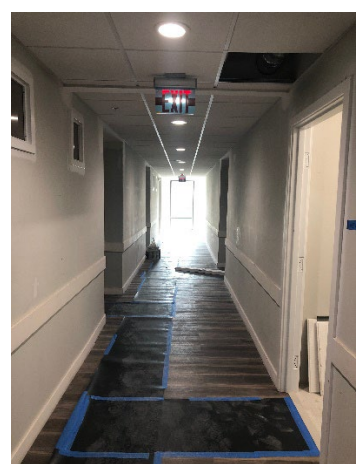
Bennett Point is a planned 56-unit mixed-income development in the Cincinnati neighborhood of Pendleton — one of the city’s most centrally located and economically dynamic areas.

The two buildings that comprise the development will offer a variety of one-, two- and three-bedroom units, 88 percent of which will be offered at rents attainable to those earning 60 percent of Area Median Income. The remaining units will be market rate. This mixture of bedroom types and price points will ensure the development fosters a diverse and inclusive community while also allowing low-income Cincinnatians to take part in the ongoing economic revitalization of Pendleton and the adjacent neighborhood of Over-the-Rhine.

The Cincinnati Metropolitan Housing Authority (CMHA) intends to leverage Low-Income Housing Tax Credits, City of Cincinnati HOME Funds, and Property Assessed Clean Energy financing through the Greater Cincinnati Energy Alliance to bring this project to fruition.

The agency was recently awarded a nearly \$8 million allocation of Low-Income Housing Tax Credits from the Ohio Housing Finance Agency aimed at making Bennett Point a reality.

Neighborhood:	<i>Pendleton</i>
Units:	<i>56</i>
Scope:	<i>New construction</i>
Development Costs:	<i>\$21,182,664</i>
Completion:	<i>December 2023</i>



LOGAN COMMONS

Logan Commons is a 42- unit affordable housing development in the Over-The-Rhine neighborhood of Cincinnati. The Over-TheRhine neighborhood is located along the streetcar route, northwest of the Central Business District.

The development will include the construction of one, 42-unit, four story building located at 1750 Logan Street. The project site, which was used as a parking lot is now being transformed into affordable apartments with a senior preference. The Income restrictions will be maintained by a LIHTC regulatory agreement that will be executed at the time of loan closing

The unit mix will be a combination of 42 units limited to those earning no more than 60% of the area median income (AMI). Logan Commons will contain a unit mix comprised of one and two-bedroom units. Eleven of these units will be public housing units, so that HUD Capital Funding can be used for development of the project. These eleven units will be converted to section 8 housing though the HUD RAD process within the next 5 years. All other units were previously awarded Project Based Vouchers (PBVs) through a competitive process. This allows HUD subsidy at market rate rents for these units, while still allowing affordability to residents at or below 60% AMI.

The design team will take specific care to ensure bathrooms, kitchens, and commons spaces have senior's accessibility as a top priority. There will be 38 one-bedroom apartments and 4 two-bedroom apartments that will be managed by Touchstone Property Services, an affiliate of CMHA. The courtyard will provide a covered space for residents and large gatherings. A small garden and outdoor games will also be provided. The interior will include laundry facilities, library, a dedicated exercise and fitness are with equipment specifically designed for seniors.

Neighborhood:	<i>Over-the-Rhine</i>
Units:	42
Scope:	<i>New construction</i>
Development Costs:	<i>\$14,442,061</i>
Projected completion:	<i>Winter 2024</i>



RIVERVIEW SAN MARCO

Neighborhood:	<i>E Walnut Hills</i>
Units:	<i>131</i>
Scope:	<i>Substantial Rehab</i>
Development Costs:	<i>\$38,669,644</i>
Projected Completion:	<i>Winter 2024</i>

Riverview and San Marco are two CMHA-owned multifamily properties located approximately 0.3 miles apart in East Walnut Hills.

The Riverview was built in 1902 with 110 units throughout 9 floors. There is a community room, a recreation room, on-site laundry, on-site management office, outdoor grilling and pavilion, and a 42-space parking lot for residents.

San Marco was originally built as a 7-floor hotel in 1930 and is prominently placed in the center of East Walnut Hills. It was converted in the 60s for 30 residential units throughout 6 floors and two commercial spaces on the ground floor.

The substantial rehab (221d4) scope of work includes new flooring, new bathrooms, new kitchens, upgraded HVAC and electrical, new plumbing, and new appliances. Some building systems will be replaced with more energy efficient systems including HVAC systems, lighting, and elevator work.

San Marco is recognized by the U.S. Department of the Interior as an Historic District Contributing Building. Riverview has completed the Historic recognition process and both are now eligible and have secured Federal Historic Rehabilitation Tax Credits (HRTCs).

Proposed Sources

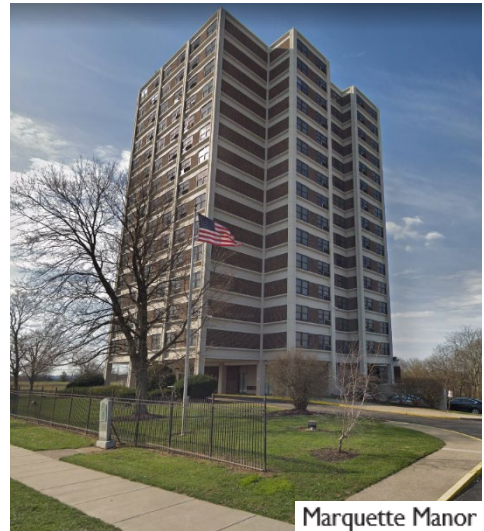
FHA 221(d)(4)	\$6,650,000
Seller note	\$6,810,000
GP Capital	\$4,800,000
CMHA CFP loan	\$3,671,995
DDF	\$850,000
Federal RTC equity	\$4,223,204
NHTF loan	\$743,871
OHTF loan	\$700,000
LIHTC equity	\$14,403,406
Total sources	\$38,629,272



UPCOMING DEVELOPMENTS

Marquette Manor

Neighborhood: *English Woods*
Units: *140*
Scope: *Substantial rehabilitation*
Construction costs: *\$15,500,000 (estimated)*
Projected completion: *Spring 2026*



Marquette Manor

Race Street

Neighborhood: *Over-The-Rhine*
Units: *18*
Scope: *Substantial Rehabilitation*
Construction costs: *\$5,890,000 (estimated)*
Projected completion: *Winter 2025*

Beechwood

Neighborhood: *Avondale*
Units: *146*
Scope: *Substantial Rehabilitation*
Construction costs: *\$32,000,000 (estimated)*
Projected completion: *Winter 2025*



The Beechwood

HCAH

SSites

Neighborhood: *Hamilton County*
Units: *51*
Scope: *Substantial Rehabilitation*
Construction costs: *\$8,000,000 (estimated)*
Projected completion: *Winter 2028*



1728-1726 Race St



1716-1714 Race St



1708-1706 Race St

Attachment B

CINCINNATI METROPOLITAN HOUSING AUTHORITY
TERMS AND CONDITIONS

1. **Purpose:** This document sets out the general terms and conditions of this solicitation.
 - 1.1. **Public Records:** All bids/proposals submitted to CMHA are subject to the Ohio Public Records Law (O.R.C. 149.43 and the Sunshine Act (5 USC 522(b) and may be subject to disclosure to the public. Information in proposals that would be deemed a trade secret or otherwise not subject to disclosure under public records laws shall be clearly indicated as such by each company including citations from the Ohio Public Records Law or the Sunshine Act for the exemptions.
2. **Mandatory HUD Terms:** Parties acknowledge and agree that all required HUD will be incorporated in the partnership agreement.
 - 2.1. **Limitation of Liability:** In no event shall CMHA be liable to the successful proposer for any indirect, incidental, consequential, or exemplary damages.
 - 2.2. **Lobbying Certification:** By proposing to do business with CMHA or by doing business with CMHA, each proposer certifies the following:
 - 2.2.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to 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 an Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - 2.2.2. 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.
 - 2.2.3. The successful proposer shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontractors, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - 2.2.4. This clause is a material representation of fact upon which reliance was placed when the award was made or entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a

REQUEST FOR PROPOSALS (RFP) NO. 2024-4002

prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

2.3. Privacy: Any information collected, used, or acquired in connection with this solicitation shall be protected against unauthorized use, disclosure, modification or loss. Each company shall ensure that its directors, officers, employees, subcontractors or agents use information solely for the purposes of accomplishing the services set forth herein. Contractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons information without express written consent of CMHA or otherwise required by law. Each company agrees to indemnify and hold harmless CMHA for any damages related to company's unauthorized use of information.

2.3.1. Conflict of Interest: Each company warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest with regard to this solicitation.

Each company agrees that if after award it discovers an organizational conflict of interest with respect to this solicitation, they shall make an immediate and full disclosure in writing to the Contracting Officer.

Termination for Cause and Convenience: CMHA reserves the right at any time without liability, in its sole discretion and for any reason, to do any or all of the following:

1. Cancel and/or reissue the Solicitation, in whole or part, and/or reject all submissions.
2. Reject, in whole or in part, any or all submissions received in response to this solicitation that are incomplete and/or non-responsive.
3. Waive or correct any immaterial defect or technical error in any response, solicitation procedure, as part of the solicitation or any subsequent negotiation process.
4. Request that certain or all respondents to this solicitation clarify, supplement or modify certain aspects of the information or terms submitted.
5. Extend deadlines for accepting responses, request amendments to terms after expiration deadlines or negotiate or approve final agreements.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall be selected, or whether or not a selection shall be made as a result of this solicitation, shall be at the sole and absolute discretion of CMHA.

CMHA will not select any entity that is determined not responsible to perform or that has been suspended, debarred or otherwise determined ineligible to receive an award from HUD.

Costs incurred by any respondent in the preparation of its response to the solicitation are the responsibility of the respondent and will not be reimbursed by CMHA. Respondents shall not include any such expenses as part of their submissions.

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CMHA may at any time, in its sole discretion, prior to the financial closing, cancel the selection of the selected investor/equity bridge lender. In such event, CMHA and the selected investor/equity bridge lender shall bear their own costs and expenses incurred prior to such termination or cancellation, including, without limitation, legal fees, to the extent not explicitly agreed to in advance and funded through a deposit by CMHA prior to any such termination or cancellation.



Instructions to Proposers (ITP)

THE AUTHORITY'S RESERVATION OF RIGHTS:

1. The Authority reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Authority to be in its best interests.
2. The Authority reserves the right not to select a syndicator or lender pursuant to this RFP and issue subsequent RFP's if in the Authority's best interest.
3. The Authority reserves the right to terminate an award pursuant to this RFP at any time for its convenience upon 10 days written notice to the successful proposer(s).
4. The Authority reserves the right to require additional information from any Respondent to assist in its evaluation. The information shall be submitted in the form required by the Authority within two (2) days of written request or the proposal shall be deemed non-responsive.
5. The Authority reserves the right to retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent of the Authority's Procurement Officer (PO).
6. The Authority reserves the right to negotiate any fees proposed by all respondents.
7. The Authority reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services, proposals deemed non-responsive, respondents deemed not responsible, and conditional proposals.
8. The Authority shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
9. The Authority reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the respondent regardless of their inclusion in the reference section of the proposal submitted, including any previous business conducted with the Cincinnati Metropolitan Housing Authority.
10. The Authority reserves the right to a minimum acceptance period of 90 calendar days. "Acceptance Period" means the number of calendar days available to the Authority for selecting a syndicator and lender from the date specified in this solicitation for the receipt of proposals.
11. The Authority shall reserve the right to at any time during the RFP or solicitation process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the Authority's Internet Website (hereinafter, the "noted Internet System" or the "System") and by downloading this document, each prospective proposer is

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thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the PO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Authority that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Authority, but not the prospective proposer, of any responsibility pertaining to such issue.

1.0 GENERAL CONDITIONS:

1.1 Applicability: If referred to within the text of such, these ITP (Instructions to Proposers) shall be applicable to all Requests for Proposals (RFP) solicitations that the Cincinnati Metropolitan Housing Authority (the Authority) conducts and shall be applicable to any selection that the Authority makes. A copy of these ITP shall be made available to any actual or prospective proposer who does business with or intends to do business with the Authority.

1.1.1 Unless otherwise specified within the RFP, in the event that any provision in any document listed herein conflicts with any provision within these ITP, the provision in the RFP shall govern. Further, in the case of any attached HUD forms (more specifically: HUD-5369-C (8/93); and HUD-5370-C Section I and/or Section II), the information within such HUD form(s) shall govern any other information issued, especially that issued within any Authority-created forms that are issued as a part of this solicitation,

1.1.2 "RFP Document(s)" - Whether stated in the singular or the plural, such refers to the body of documents, including attachments and the information posted on the cintimha.com Internet System (hereinafter, the "noted Internet System" or the "System"), that the Authority makes available to all prospective proposers wherein is detailed the Authority's requirements.

1.1.3 "Solicitation" or "Competitive Solicitation" is the RFP process detailed herein.

1.2 Pre-Proposal Conference: A virtual pre-proposal conference may be scheduled. Pursuant to HUD regulations, the pre-proposal conference is not mandatory but is recommended. Potential proposers planning to attend should notify the Procurement Department at procurement@cintimha.com of their intention to do so 24 hours in advance.

1.3 Questions Regarding the RFP and Proposer's Responsibilities--Contact with the Authority: It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the PO only. Proposers must not make inquiry or communicate with any other Authority staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the Authority to not consider a proposal submittal received from any proposer who has not abided by this directive.

1.3.1 Addendum: All questions and requests for information must be addressed in writing to the Procurement Department. The PO will respond to all such inquiries in writing by addendum posted to the Authority website at

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<http://www.cintimha.com/business-opportunities.aspx> Offerors are responsible for ensuring they receive all addenda. During the RFP solicitation process, the PO will NOT conduct any a substantive conversation, when decisions pertaining to the RFP are made—between the Authority and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not contact the PO it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the PO may not respond to the prospective proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the PO may more fairly respond to all prospective proposers in writing by addendum.

1.3.2 It is the responsibility of interested Offerors to review the solicitation documents and all addenda posted associated to this RFP.

2.1 Proposal Preparation, Submission and Receipt by the Authority:

2.1.1 **Required Forms:** All required forms furnished by the Authority as a part of the RFP document issued shall, as instructed, be fully completed and submitted by the proposer. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the proposer must "edit" the form back to its original form (for example, signature lines must appear on the page the line was originally intended to be on).

2.1.2 A modification resulting from the Authority's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Authority after receipt at the Authority.

2.1.3 **Interpretations:** No official oral interpretation can be made to any proposer as to the meaning of any instruction, condition, specifications drawing (if any), or any other document issued pertaining to this RFP. Every request for an official interpretation shall be made by the prospective proposer, in writing, pursuant to the schedule set within the RFP document issued and as directed by the Authority. Official interpretations will be issued in the form of addenda, which will be available to each proposer; but it shall be the prospective proposer’s responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the RFP documents with the successful proposer, and all proposers shall be bound by such addenda, whether received by the prospective or successful proposer(s). Oral explanations or instructions given before the award will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective off offerors. [HUD 5369 B §4]

2.0 PROPOSAL EVALUATION:

2.1 Initial Evaluation for Responsiveness: Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The Authority reserves the right to reject any proposals deemed by the Authority not minimally responsive. Each proposal will be evaluated on the factors described in the solicitation. The Authority intends to select a syndicator and lender whose qualifications and fee proposals the Authority determines is most advantageous to the Authority.

2.1.1 All proposal documents submitted by the proposers are not necessarily a matter of public record and as a matter of normal course, the proposals submitted by each proposer will not, until after award has been completed, be available to be viewed by any interested parties except as approved by the Authority's Legal Counsel (i.e. a proposer will not, prior to completion of award, be allowed to challenge an apparent top-rated proposer by inspecting the proposal that the apparent top-rated proposer submitted). The Authority shall, however, upon request, verify that the proposal documents submitted are/were acceptable.

2.2 Evaluation Committee: The Authority anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. The designated PO is the only person at the Authority that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration..

2.2.1 Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Authority evaluation committee. Similarly, all persons having ownership interest with a proposer entity will be excluded from participation on the Authority evaluation committee.

2.3 Award of Proposal(s): The successful proposer shall be determined by the top-rated responsive and responsible proposer as determined by the evaluation process, provided his/her proposal is reasonable, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of the Authority, to the best interests of the Authority to accept the proposal. All proposers will be notified in a timely manner of the results of the evaluation after award has been completed.

2.3.1 THE AUTHORITY may:

- reject any or all offers if such action is in the HA's interest,
- accept other than the lowest offer,

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- waive informalities and minor irregularities in offers received, and
- select a separate syndicator and lender for all or part of the requirements stated.

2.3.2 Notice of Results of Evaluation: If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

- Which proposer received the award;
- Each proposer’s right to a debriefing and to protest.

2.3.3 The Authority shall select a syndicator and lender who is able to perform successfully under the terms and conditions. To be determined responsible, a prospective syndicator and lender must –

- Have adequate financial resources;
- Have a satisfactory performance record;
- Have a satisfactory record of integrity and business ethics;
- Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- Not have been suspended, debarred, or otherwise determined to be ineligible, to participate in projects, by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible companies are available from CMHA. [HUD 5369 B §5]

2.3.4 Before an offer is considered for award, the offeror may be requested by THE AUTHORITY to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

2.3.5 Potential "Competitive Range" or "Best and Finals" Negotiations: The Authority reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation with all firms..

However, the Authority may award select a syndicator and lender on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint

3.3.6 Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting selection. [HUD 5369 B § 7]

2.4 Rejection of Proposals:

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- 2.4.1** The Authority reserves the right to, at any time during the proposal process, reject any or all proposals received. In the case of rejection of all proposals, the authority reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of the Authority, the best interest of the Authority will be promoted.
- 2.4.2** Prospective proposers acknowledge by downloading and receiving the RFP documents and/or by submitting a proposal that the submission of a proposal to the Authority is not a right by which to be awarded that proposal, but merely an offer by the prospective proposer to perform the requirements of the RFP documents in the event the Authority decides to consider an award to that proposer.
- 2.5** **Cancellation of Award:** the Authority reserves the right to, without any liability, cancel the award of any proposal(s) at any time before accepting the letters of intent or commitment.
- 2.6** **Disqualification of Proposers:** Any one or more of the following shall be considered as sufficient for the disqualification of a proposer and the rejection of his/her proposal:
- 2.6.1** Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as bidders or proposers for any future work of the Authority until such participant shall have been reinstated as a qualified proposer or proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
- 2.6.2** More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s), unless such was specifically allowed by the Authority within the proposal documents issued, including by addendum.
- 2.6.3** Lack of competency, lack of experience and/or lack of other resources necessary to complete the contract.
- 2.6.4** Documented unsatisfactory performance record as shown by past work for the Authority or with any other local, State or Federal agency, judged from the standpoint of workmanship and progress.
- 2.6.5** Incomplete work, which in the judgment of the Authority might hinder or prevent prompt completion of additional work if awarded.
- 2.6.6** Failure to pay or satisfactorily settle all bills due on former agreements still outstanding at the time of letting.
- 2.6.7** Failure to comply with any qualification requirement of the Authority.

- 2.6.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by the Authority) who will be employed by the successful proposer(s).
- 2.6.9 Any legal reason to be determined, in good faith, to be in the best interests of the Authority.

3. Right to Protest:

3.1 Rights: Any prospective or actual proposer, offeror, or company who is allegedly aggrieved in connection with the solicitation of a proposal or award, shall have the right to protest. An alleged aggrieved protestor claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestor.

3.1.1 An alleged aggrieved "protestor" is a prospective or actual proposer who feels that he/she has been treated inequitably by the Authority and wishes the Authority to correct the alleged inequitable condition or situation. To be eligible to file a protest with the Authority pertaining to an RFP or agreement, the alleged aggrieved protestor must have been involved in the RFP process in some manner as a prospective proposer (i.e. registered and received the RFP documents) when the alleged situation occurred. The Authority has no obligation to consider a protest filed by any party that does not meet these criteria.

3.2 Administrative Powers: It is totally within the administrative powers of the CEO to grant or deny any requests for administrative appeal. If, in the opinion of the CEO, the alleged aggrieved protestor merits an administrative review, the CEO shall direct that alleged aggrieved protestor to submit additional data.

3.3 Procedure to Protest: An alleged aggrieved protestor shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve the Authority from accepting or considering that protest:

3.3.1 The alleged aggrieved protestor must file, in writing, to the PO the exact reason for the protest, attaching any supportive data. The protestor must state within the written protest document specifically (not by inference) what action by the Authority or condition is being protested as inequitable, making, where appropriate specific reference to the RFP documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestor to fully submit such information shall relieve the Authority from any responsibility to consider the protest and take any corrective action.

3.3.2 The written instrument containing the reason for the protest must be received by the PO within 10 days after the occurrence of any of the following:

3.3.2.1 the deadline for receiving proposals;

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- 3.3.2.2 receipt of notification of the results of the evaluation or the award; or
 - 3.3.2.3 the alleged aggrieved protestor knows or should have known the facts.
- 3.3.3 In any case, protests shall be filed no more than 10 days after any of the above (unless the occurrence being protested occurred in its entirety after the proposal deadline). Protests received after these dates shall not be considered.
- 3.3.4 The PO shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestor of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the CEO.
- 3.3.5 The determination of the Authority with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor. [HUD 5369 B §8]
- 3.3.6 **Administrative Appeal:** If the alleged aggrieved protestor does not agree with the written opinion and decision issued by the PO, the alleged aggrieved protestor may, after receipt of the written opinion and decision issued by the PO request an administrative appeal hearing be granted (such request must be delivered in writing to the PO within 5 days of receipt of the written opinion and decision; failure to do so within such 5 days shall relieve the Authority of any responsibility to consider such request). The following procedures must be complied with in the manner prescribed; failure by the alleged aggrieved protestor to comply shall automatically relieve the Authority from accepting or acting on that request for administrative hearing:
 - 3.3.6.1 The alleged aggrieved protestor must file, in writing, his/her request for an administrative hearing, to the CEO, within 5 days of receipt of the written opinion and decision and failure to do so within such 5 days shall relieve the Authority of any responsibility to consider such request.
 - 3.3.6.2 The request for an administrative appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.
 - 3.3.6.3 It shall be within the administrative powers of the CEO to, after review of the request submitted, grant or deny any request for administrative appeal.

3.3.6.4 If the CEO, after complete review of the alleged aggrieved protestor’s written request and supporting data, decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestor. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestor’s request for an administrative hearing. This decision shall be final without further administrative recourse.

3.3.6.5 If the CEO, after review of the alleged aggrieved protestor’s written request, decides that the request merits further consideration, he/she shall forward the protestor’s written request, along with a cover letter explaining why it merits further consideration and with a recap of all proposals submitted and a copy of the original written protest, to the Authority’s Legal Counsel for consideration. The Authority’s Legal Counsel shall issue to the alleged aggrieved protestor a decision, in writing, within 10 days of his/her receipt of such documents.

3.3.6.6 Such written decision delivered to the alleged aggrieved protestor shall exhaust the Authority internal protest and administrative appeal process available to the alleged aggrieved protestor.