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**REQUEST FOR PROPOSALS (RFP) NO. 2025-4008**

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**CINCINNATI METROPOLITAN HOUSING AUTHORITY****SOLICITATION NUMBER 2025-4008****REQUEST FOR PROPOSALS****FOR****Maple Tower Lender and Syndicator**

DATE ISSUED	<b>July 14, 2025</b>
NON-MANDATORY PRE-PROPOSAL CONFERENCE	<b>July 31, 2025, at 11:00 AM (Local Time)</b> Via Microsoft Teams <a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTJiNTY2YjgZTdlNi00ODA3LTg2MDgtYilmNjg3Mjc3ODFh%40thread.v2/0?context=%7b%22Tid%22%3a%22c76bcfc4-c390-49b1-b37c-5a2f2dca92bd%22%2c%22Oid%22%3a%2212647b64-d69f-4dc4-bff1-77e76b960137%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTJiNTY2YjgZTdlNi00ODA3LTg2MDgtYilmNjg3Mjc3ODFh%40thread.v2/0?context=%7b%22Tid%22%3a%22c76bcfc4-c390-49b1-b37c-5a2f2dca92bd%22%2c%22Oid%22%3a%2212647b64-d69f-4dc4-bff1-77e76b960137%22%7d</a> Meeting ID: 214 809 177 941 6 Passcode: g4Zi7gt9
SITE VISIT/WALK THROUGH	Not Applicable
LAST DATE FOR QUESTIONS	Questions shall be submitted in writing no later than <b>11:00 AM</b> local time on <b>August 1, 2025</b> , to <a href="mailto:procurement@cintimha.com">procurement@cintimha.com</a> . 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 <a href="mailto:procurement@cintimha.com">procurement@cintimha.com</a> . By indicating your intent to submit a proposal you will receive notice of any addenda posted.
PROPOSAL SUBMITTAL RETURN & DEADLINE	<b>August 11, 2025, no later than 11:00 AM</b> local time to <a href="mailto:Procurement@cintimha.com">Procurement@cintimha.com</a>
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.**

## **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 and permanent lenders for Maple Tower. 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, Maple RAD LLC, formed for the specific purpose of acquiring, owning and operating the project. The managing member, Maple RAD Development Corp., is solely owned by CMHA. In 2026, CMHA will covert this public housing site to Project Based Rental Assistance (PBRA) through HUD’s Rental Assistance Demonstration program. In the fourth quarter of 2025, CMHA plans to apply for approximately \$17.7 million of volume bond cap or an amount necessary to meet the 50% bond test from the Ohio Housing Finance Authority (OHFA), which in Ohio is not competitive. This will be CMHA’s eleventh allocation of OHFA bonds and credits in the last six years from 2019 to 2025.

In keeping with its mandate to provide efficient and effective services, the Authority is now soliciting proposals from qualified, licensed and insured 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:

<b>Attachment</b>		<b>Description</b>
<b>A</b>	<b>Reference</b>	Scope of Work
<b>B</b>	<b>Reference</b>	Terms and Conditions
<b>C</b>	<b>Reference</b>	The Authority’s Instructions to Proposers (ITP)
<b>D</b>	<b>Complete and Return</b>	Proposal Packet <ul style="list-style-type: none"><li>Cover letter signed by an authorized representative that lists all representations.</li><li>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-</li></ul>

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		day points of contact to CMHA. List three references for RAD/LIHTC projects completed in the last five years. <ul style="list-style-type: none"><li>▪ 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).</li></ul>
<b>E</b>	<b>Complete and Return</b>	Term Sheet 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:

<i>Respect</i>	<i>Timely</i>	<i>Exceptional</i>	<i>Initiative</i>
<i>Excellent</i>	<i>Quality</i>	<i>Accurate</i>	<i>Integrity</i>
<i>Value</i>	<i>Creativity</i>	<i>Accountability</i>	<i>Professionalism</i>

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 contractor’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 may expect 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 4.0, 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](mailto: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%	<b>Price and Pricing Considerations</b> 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.
2	0-5	30%	<b>Non-pricing Considerations</b> 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.
3	0-5	20%	<b>Closing Considerations</b> <ul style="list-style-type: none"><li>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.</li></ul>
		15%	<b>Relevant Experience</b> Experience in syndication or placement of low-income housing tax credits including. Experience making affordable multi-family housing loans

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			involving public housing authorities. Experience working with RAD conversions.
4	0-5	5%	<b>Gold Performance Standards</b> The Proposer's clear demonstration and understanding of <b>THE AUTHORITY'S MOTTO and GOLD PERFORMANCE STANDARDS</b> through the firm's proposal as a direct reflection of the type of product the Authority may expect from the proposer. <ul style="list-style-type: none"><li>• Legible and readable</li><li>• No spelling or grammar errors</li><li>• All required information is provided</li><li>• Information is in correct sequence</li></ul> Overall Presentation
		100%	<b>Total Points</b>

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 Maple Tower. 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, Maple RAD LLC, formed for the specific purpose of acquiring, owning and operating the project. The managing member, Maple RAD Development Corp., is solely owned by CMHA. In 2026, CMHA will convert this public housing site to Project Based Rental Assistance (PBRA) through HUD's Rental Assistance Demonstration program. In the fourth quarter of 2025, CMHA plans to apply for approximately \$17.7 million of volume bond cap or an amount necessary to meet the 50% bond test from the Ohio Housing Finance Authority (OHFA), which in Ohio is not competitive. This will be CMHA's eleventh allocation of OHFA bonds and credits in the last six years from 2019 to 2025. Total development costs for Maple Tower are estimated at \$34.8 million.

**Future planned development:** CMHA has a pipeline of projects and is interested in establishing relationships with syndicators/investors and lenders. CMHA is in the process of converting approximately 4,328 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:** Maple Tower is a CMHA-owned public housing community for general occupancy, constructed in 1974, located at 601 Maple Avenue, Cincinnati, OH 45229. The site is in census tract 270, a designated Opportunity Zone. CMHA will substantially rehabilitate the existing 120 one-bedroom apartments, and two-bedroom apartments located in one 9-story elevator building on a 3.13-acre site. Onsite amenities include a community room, management offices, and maintenance spaces. The apartments and common areas will be significantly improved to ensure long-term sustainability and marketability. Renovations include upgrades to apartment interiors such as modern finishes, new solid-surface countertops, luxury vinyl flooring, LED lighting, new appliances, ceramic tile bathroom flooring, and improved HVAC systems. Additionally, the building's common areas will receive significant enhancements, including upgraded lighting and painting in hallways and community spaces. Exterior improvements will include façade repairs, storefront window replacement, concrete sidewalk and patio repairs, outdoor grills, dumpster enclosures, and site landscaping improvements. Renovations will prioritize accessibility by adding units fully compliant with mobility and sensory impairment requirements. CMHA recently received a draft of the Physical Needs Assessment, which it will make available to firms that express an interest to submit.

CMHA has an updated Commitment to enter into a Housing Assistance Payment (CHAP) contract from HUD, dated May 2, 2025, and intends to convert the subsidy from public housing to PBRA for all 120 apartments. HUD approved augmented rents, since this project is converting to PBRA and is located in an opportunity zone. HUD will also adjust the rents by 2026 OCAF, before closing once the OCAFs are issued. For underwriting purposes, Offerors should assume gross contract rents of \$1,047 for one-bedroom units and \$1,335 for two-bedroom units, as reflected in the attached CHAP. These rents align with HUD guidance and are subject to final approval through HUD's subsidy layering review, underwriting and approval. The PBRA Housing Assistance Payment contract will be between the Owner Entity and HUD for 20 years, with required extensions. Maple Tower will utilize a single Building Identification Number (BIN), and the project is expected to be placed in service in 2027. Tax credit delivery is anticipated in the 2027 tax year. As is required by RAD, Maple Tower 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 five similar public housing elevator buildings, where the General Contractor works through each floor with its sub-contractors. The apartments at Maple Tower 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, exceeding RAD resident meeting requirements.

**Location:** Maple Tower is located in the Avondale neighborhood, near Cincinnati's central business district. The site offers convenient access to public transportation and is close to major institutions like Cincinnati Children's Hospital and the University of Cincinnati. Nearby amenities include grocery stores such as Kroger and ETC Provisions and produce, pharmacies like Walgreens and Alteev Community Pharmacy, and parks including Burnet Woods and Cleveland Park. See attached location and assets map.

**Recent Area Investments:** Avondale has experienced more than \$50 million in recent public-private investment aimed at expanding affordable housing, upgrading infrastructure, and improving access to essential services. In 2024, Fifth Third Bank committed \$33.6 million to the neighborhood, leveraging an additional \$17.9 million from community partners. Major initiatives include the \$15.5 million Blair Lofts affordable housing development and the expansion of free internet access to 319 units, supporting over 370 school-age children. The Community Builders received a FY2012 \$29.5M Choice Neighborhood Implementation grant that leveraged over \$75 million in housing, neighborhood and people investments.

A separate \$45 million revitalization of the Avondale Town Center has introduced vital amenities such as retail, health services, and a full-service grocer, alongside several new small businesses—strengthening the neighborhood's economic base and quality of life. In 2025, CMHA committed \$47.6 million to the rehabilitation of The Beechwood, a 149-unit high-rise at 330 Forest Avenue. Construction is currently underway and is expected to be completed by April 2026.

## **2.0 Lender/Investor 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 Maple Tower. 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.

CMHA has a Commitment to enter into a Housing Assistance Payment (CHAP) contract from HUD to convert the 120 public housing units to project-based rental assistance under a 20-year Housing Assistance Payment contracts. In Fall of 2025, CMHA plans to submit applications to OHFA for \$13M in 4% LIHTC. CMHA is committing over \$2.7M in agency funds and deferred developer fee.

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, and a permanent loan. The value of the land will not be included in acquisition basis; however, it is expected that the building value will be included in acquisition basis at date of financial closing. Please note the appraiser is currently updating the appraisal and this amount could potentially increase, but the acquisition basis will match Value Premise, "As Is – Restricted," less the appraised value of "vacant land."

CMHA requests that investors structure the transaction and base their responses to limit exit taxes at the end of the 15-year compliance period. 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. All bond-related fees, based on estimates generated from actual costs from prior projects, are included in the development budget. These fees are not included in eligible basis, please see CMHA's projections. The uses will be revised to reflect the final transaction, after the General Contractor fully bids out the sub-contractor work, all soft source funding is approved, and other information is confirmed. Summary sources are also included below.

<b>Permanent Source</b>	<b>Amount</b>
Low-Income Housing Tax Credit Equity	\$13,024,920
Permanent Loan	\$5,975,000
Seller Note	\$10,244,040
CMHA capital funds	\$1,500,000
General Partner Developer Fee Contribution	\$2,775,000
Deferred Developer Fee	\$1,265,115
<b>TOTAL</b>	<b>\$34,738,274</b>



These numbers are preliminary, we anticipate both the sources and uses will be fine-tuned; CMHA is asking that respondents provide the best pricing and terms possible and note any requirements or proposed revisions to CMHA's assumptions in the term sheet form provided.

**Organizational Structure** Maple RAD LLC, an Ohio Limited Liability Company, will acquire the site from CMHA as the Leasehold Owner. Maple RAD 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. See attached organizational chart. At closing, Maple RAD 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 120 units. All soft sources will be funded at closing and structured as unrelated party debt for tax purposes, such that it can be included in minimum gain, and the accrued interest losses can be deducted.

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. CMHA's REO, as of 2024, will be provided to firms that submitted a notice of intent to submit.

**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 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 4,328 family and senior public housing apartments and has developed 1,205 LIHTC apartments. 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 4,328 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.

Maple Tower 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:** Re Warner

**General Contractor:** Bidding in July, selection in August

**Relocation Coordinator:** CMHA

**Property Manager:** Touchstone

**Bond Underwriter and Trustee (as applicable):** Selected through a proposal process

**Bond Counsel:** Coats Rose (Cincinnati office)

### **Anticipated Project Milestones**

**August 2025** Select investor/bridge lender and GC

**October 2025** Submit bond/LIHTC application

**March 2026** Submit RAD Financing Plan

**May 2026** HUD issues RCC

**July 2026** Closing/Begin construction

### **Households Served**

All 120 Maple Tower apartments will be both LIHTC and PBRA, ensuring long-term affordability for low-income households. CMHA will extend the low-income use period from the 15-year compliance period to 40 years. 100% of the 120 apartments will be set aside for low-income households (60% or less AMI). As of March 2025, 116 households (97%) are at or below 30% AMI and 4 households (3%) are at or below 50% AMI. Maple Tower currently maintains approximately 96% occupancy. CMHA plans to not re-lease public housing units as they become unoccupied, in the fourth quarter of 2025, to strategically plan for the general contractor's rehab work. CMHA consolidates vacancies so that the selected general contractor can work efficiently on floors that are completely vacant.

All Maple Tower apartments will be under a PBRA HAP contract, for which residents will pay 30% of their adjusted income toward rent. Residents do not pay utilities, as the property covers all utility costs, and this will remain unchanged. It is not financially feasible to individually meter.

All 120 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. CMHA is developing an operating budget with more detail for submission with the LIHTC/bond application to OHFA in the fourth quarter of 2025. However, CMHA's projections include per unit per year operating expense levels forecasted for fully renovated/like-new rehabbed properties, similar to sites currently managed by CMHA's affiliate, Touchstone Property Services. The property management fee will be 5-8% of effective gross income, subject to HUD multi-family limits.

This development is not a supportive housing project and does not include resident services beyond standard property management required under the RAD PBRA program.

**Maple Tower Unit Mix/Rent**

Apartments	Program	Units	AMI	Contract/Gross Rents	Utility Allowance
1 BR/ 1 Bath	RAD PBRA/LIHTC	114	All under 60%	\$1,047	\$0
2 BR/ 1 Bath	RAD PBRA/LIHTC	6	All under 60%	\$1,335	\$0

**Property Taxes:** CMHA’s General Counsel provided a legal opinion confirming the Maple Tower project is exempt from real estate taxes pursuant to Ohio Revised Code Section 5709.10, as it will remain owned by CMHA and used for CMHA’s statutory housing 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 Maple Tower remains owned by CMHA and used to house low-income households. CMHA’s HUD/development counsel will structure the ground lease so the leasehold mortgage will comply with applicable HUD requirements while ensuring that Maple Tower will remain exempt from real and personal property taxes after the conversion of Maple Tower 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 Maple RAD LLC to be deemed to be the consumer of all material purchased under the claim of exemption and liable for 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 team, to determine the rehab scope of work for Maple Tower. The rehab/site work scope, estimated at \$10.5M (including \$87,500 per unit), 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 July and plans to select the General Contractor in September 2025. OHFA requires a higher level of accessible units than the federal requirements, including 12% (12 apartments) equipped for occupancy by mobility-impaired households and 5% (6 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 comprehensive interior and exterior renovations. Unit improvements include new kitchens, bathrooms, doors, lighting, plumbing fixtures, and appliances. All flooring will be upgraded with luxury vinyl, ceramic tile, or epoxy coatings. The mechanical systems will be replaced with new energy-efficient models, and drywall will be installed over block walls. Apartments, hallways, and common areas will be freshly painted. The existing gas hot water boiler will be replaced, and electrical systems will be modernized. The sanitary sewer and domestic water systems will be upgraded, and hardwired smoke and carbon

monoxide detectors will be installed. Offices will be reconfigured, and elevators will be fully refurbished both mechanically and cosmetically. Additional LED lighting will be installed throughout the building and site. The brick exterior will be restored, and sidewalks and parking lots will be repaved.

**Construction Schedule:** It is expected that construction will begin in early July 2026 and take 14 months, commencing immediately after the transaction closes, with construction completion and occupancy reaching completion in early September 2027. The building will have one single 8609. 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 \$420,000 relocation, this is based on the actual costs of similar previous projects and also the composition of the households currently living at Maple Tower. 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 Maple Tower 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.

To further clarify, CMHA anticipates 2 to 3 floors (20-30 units or approximately 20% or 25% vacancy) will be made vacant, through consolidation of vacancies and minimal relocation offsite for the General Contractor to begin/complete the rehab scope of work. Then the households will move within the building to a rehabbed apartment. Please note that this is a RAD Conversion with RAD PBRA rents subsidized by HUD Multifamily and will include Rental Assistance Payment (RAP) for 60 days while units are offline for rehab.

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 2026. CMHA has begun the process of title and survey, 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 July 2025. CMHA is structuring the financing and obtaining HUD and OHFA approvals.

## **HUD Requirements**

**Existing Debt:** CMHA has an existing Repayment Agreement with HUD due to overpayment of operating subsidy involved with EPC calculations. This debt is allocated across CMHA's remaining public housing portfolio under its Annual Contributions Contract (ACC). The required repayment amount is determined on a project-by-project basis in coordination with HUD. For Maple Tower, CMHA anticipates paying approximately \$324,000 toward the Repayment Agreement at construction closing that will be paid to HUD as part of the value of the property, offset in the amount of 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 to 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.

#### 4.0 General attachments

- 4.1 Maple Tower Project Information
- 4.2 Maple Tower Location Map
- 4.3 CMHA Development Portfolio Summary

#### Maple Tower files made available to companies that submit a notice of intent to submit

- 4.4 Organizational Chart
- 4.5 RAD CHAP
- 4.6 Financial Model
- 4.7 Phasing and Delivery Schedule
- 4.8 Appraisal
- 4.9 Phase I ESA
- 4.10 PNA
- 4.11 Market Study

#### 5.0 **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.

## Maple Tower Project Summary

**Project Background:** Maple Tower is a CMHA-owned public housing community for general occupancy, constructed in 1974, located at 601 Maple Avenue, Cincinnati, OH 45229. The site is in census tract 270, a designated Opportunity Zone. CMHA will substantially rehabilitate the existing 120 one-bedroom apartments, and two-bedroom apartments located in one 9-story elevator building on a 3.13-acre site. Onsite amenities include a community room, management offices, and maintenance spaces. The apartments and common areas will be significantly improved to ensure long-term sustainability and marketability. Renovations include upgrades to apartment interiors such as modern finishes, new solid-surface countertops, luxury vinyl flooring, LED lighting, new appliances, ceramic tile bathroom flooring, and improved HVAC systems. Additionally, the building's common areas will receive significant enhancements, including upgraded lighting and painting in hallways and community spaces. Exterior improvements will include façade repairs, storefront window replacement, concrete sidewalk and patio repairs, outdoor grills, dumpster enclosures, and site landscaping improvements. Renovations will prioritize accessibility by adding units fully compliant with mobility and sensory impairment requirements.

CMHA has an updated Commitment to enter into a Housing Assistance Payment (CHAP) contract from HUD, dated May 2, 2025, and intends to convert the subsidy from public housing to PBRA for all 120 apartments. HUD approved augmented rents, since this project is converting to PBRA and is located in an opportunity zone. HUD will also adjust the rents by 2026 OCAF, before closing once the OCAFs are issued. The PBRA Housing Assistance Payment contract will be between the Owner Entity and HUD for 20 years, with required extensions. As is required by RAD, Maple Tower 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 five similar public housing elevator buildings, where the General Contractor works through each floor with its sub-contractors. The apartments at Maple Tower are in high demand.

**Location:** Maple Tower is located in the Avondale neighborhood, near Cincinnati's central business district. The site offers convenient access to public transportation and is close to major institutions like Cincinnati Children's Hospital and the University of Cincinnati. Nearby amenities include grocery stores such as Kroger and ETC Provisions and produce, pharmacies like Walgreens and Alteev Community Pharmacy, and parks including Burnet Woods and Cleveland Park. See attached location and assets map.

**Recent Area Investments:** Avondale has experienced more than \$50 million in recent public-private investment aimed at expanding affordable housing, upgrading infrastructure, and improving access to essential services. In 2024, Fifth Third Bank committed \$33.6 million to the neighborhood, leveraging an additional \$17.9 million from community partners. Major initiatives include the \$15.5 million Blair Lofts affordable housing development and the expansion of free internet access to 319 units, supporting over 370 school-age children.

A separate \$45 million revitalization of the Avondale Town Center has introduced vital amenities such as retail, health services, and a full-service grocer, alongside several new small businesses—strengthening the neighborhood's economic base and quality of life.

In 2025, CMHA committed \$47.6 million to the rehabilitation of a nearby redevelopment project, Beechwood, a 149-unit high-rise at 330 Forest Avenue. Construction is currently underway and is expected to be completed by April 2026.

## Maple Tower Project Summary

**Financing** 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, and a permanent loan. The value of the land will not be included in acquisition basis; however, it is expected that the building value will be included in acquisition basis at date of financial closing.

Permanent Source	Amount
Low-Income Housing Tax Credit Equity	\$13,024,920
Permanent Loan	\$5,975,000
Seller Note	\$10,244,040
CMHA capital funds	\$1,500,000
General Partner Developer Fee Contribution	\$2,775,000
Deferred Developer Fee	\$1,265,115
<b>TOTAL</b>	<b>\$34,784,075</b>

**Organizational Structure** Maple RAD LLC, an Ohio Limited Liability Company, will acquire the site from CMHA as the Leasehold Owner. Maple RAD 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, Maple RAD 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 120 units.

### 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 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 4,328 family and senior public housing apartments and has developed 1,205 LIHTC apartments. 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 4,328 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.

Maple Tower 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.



## Maple Tower Project Summary

**Households Served** All 120 Maple Tower apartments will be both LIHTC and PBRA, ensuring long-term affordability for low-income households. CMHA will extend the low-income use period from the 15-year compliance period to 40 years. 100% of the 120 apartments will be set aside for low-income households (60% or less AMI). As of March 2025, 116 households (97%) are at or below 30% AMI and 4 households (3%) are at or below 50% AMI. Maple Tower currently maintains approximately 96% occupancy. CMHA plans to not re-lease public housing units as they become unoccupied, in the fourth quarter of 2025, to strategically plan for the general contractor's rehab work. CMHA consolidates vacancies so that the selected general contractor can work efficiently on floors that are completely vacant.

All Maple Tower apartments will be under a PBRA HAP contract, for which residents will pay 30% of their adjusted income toward rent. Residents do not pay utilities, as the property covers all utility costs, and this will remain unchanged.

All 120 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. CMHA is developing an operating budget with more detail for submission with the LIHTC/bond application to OHFA in the fourth quarter of 2025. However, CMHA's projections include per unit per year operating expense levels forecasted for fully renovated/like-new rehabbed properties, similar to sites currently managed by CMHA's affiliate, Touchstone Property Services. The property management fee will be 5-8% of effective gross income, subject to HUD multi-family limits.

### Maple Tower Unit Mix/Rent

Apartments	Program	Units	AMI	Contract/Gross Rents	Utility Allowance
1 BR/ 1 Bath	RAD PBRA/LIHTC	114	All under 60%	\$1,047	\$0
2 BR/ 1 Bath	RAD PBRA/LIHTC	6	All under 60%	\$1,335	\$0

**Property Taxes:** CMHA's General Counsel will provide a legal opinion confirming the Maple Tower project is exempt from real estate taxes pursuant to Ohio Revised Code Section 5709.10, as it will remain owned by CMHA and used for CMHA's statutory housing 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 Maple Tower remains owned by CMHA and used to house low-income households. CMHA's HUD/development counsel will structure the ground lease so the leasehold mortgage will comply with applicable HUD requirements while ensuring that Maple Tower will remain exempt from real and personal property taxes after the conversion of Maple Tower pursuant to the RAD Program.

**Construction Scope of Work** CMHA worked with its design team, to determine the rehab scope of work for Maple Tower. The rehab scope, estimated at \$12,193,186, 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. OHFA requires a higher level



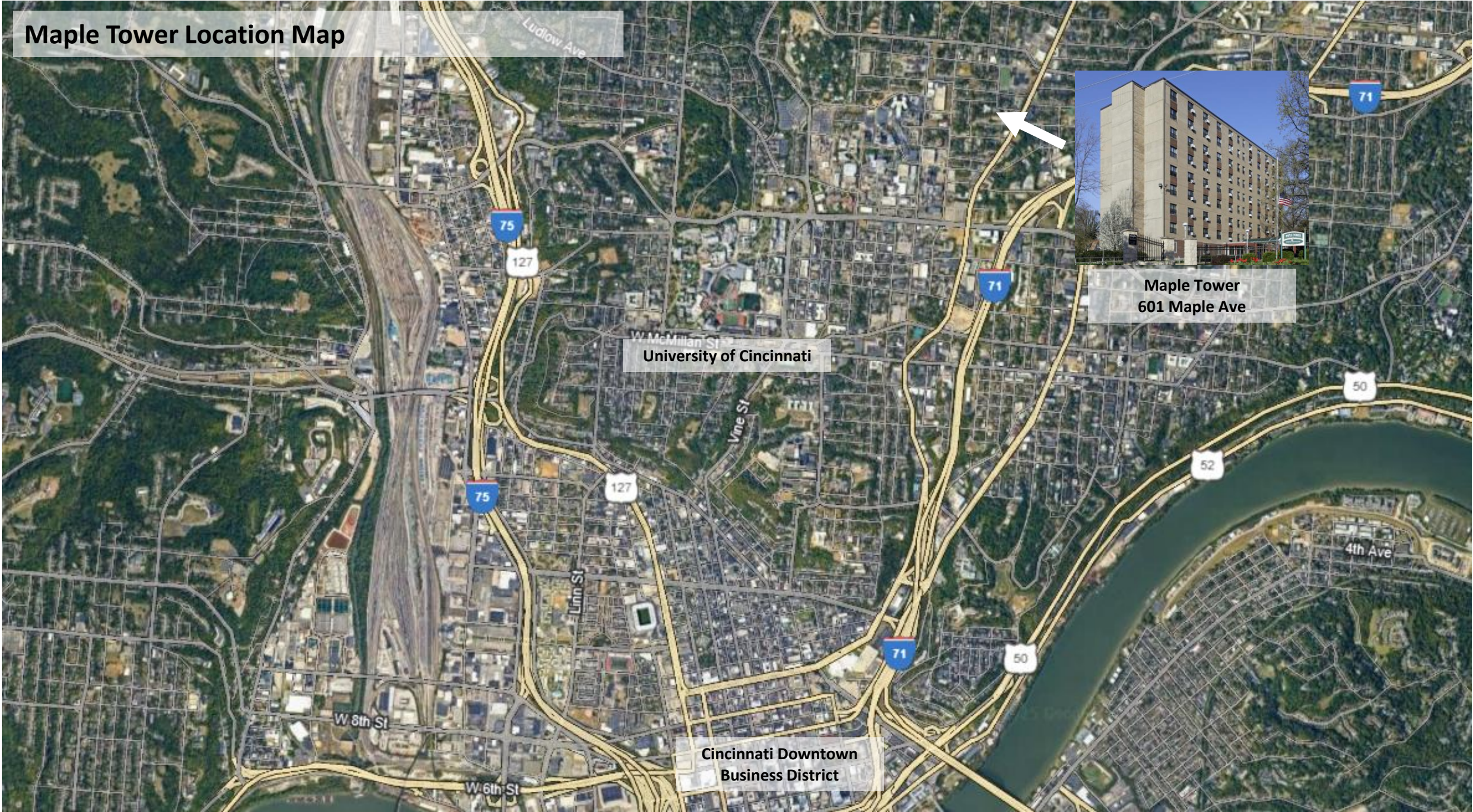
## **Maple Tower Project Summary**

of accessible units than the federal requirements, including 10% (14 apartments) equipped for occupancy by mobility-impaired households and 2% (3 apartments) equipped for occupancy by hearing and sight impaired households, meeting the HUD minimum UFAS-Section 504 requirements.

The construction scope of work includes comprehensive interior and exterior renovations. Unit improvements include new kitchens, bathrooms, doors, lighting, plumbing fixtures, and appliances. All flooring will be upgraded with luxury vinyl, ceramic tile, or epoxy coatings. The mechanical systems will be replaced with new energy-efficient models, and drywall will be installed over block walls. Apartments, hallways, and common areas will be freshly painted. The existing gas hot water boiler will be replaced, and electrical systems will be modernized. The sanitary sewer and domestic water systems will be upgraded, and hardwired smoke and carbon monoxide detectors will be installed. Offices will be reconfigured, and elevators will be fully refurbished both mechanically and cosmetically. Additional LED lighting will be installed throughout the building and site. The brick exterior will be restored, and sidewalks and parking lots will be repaved.



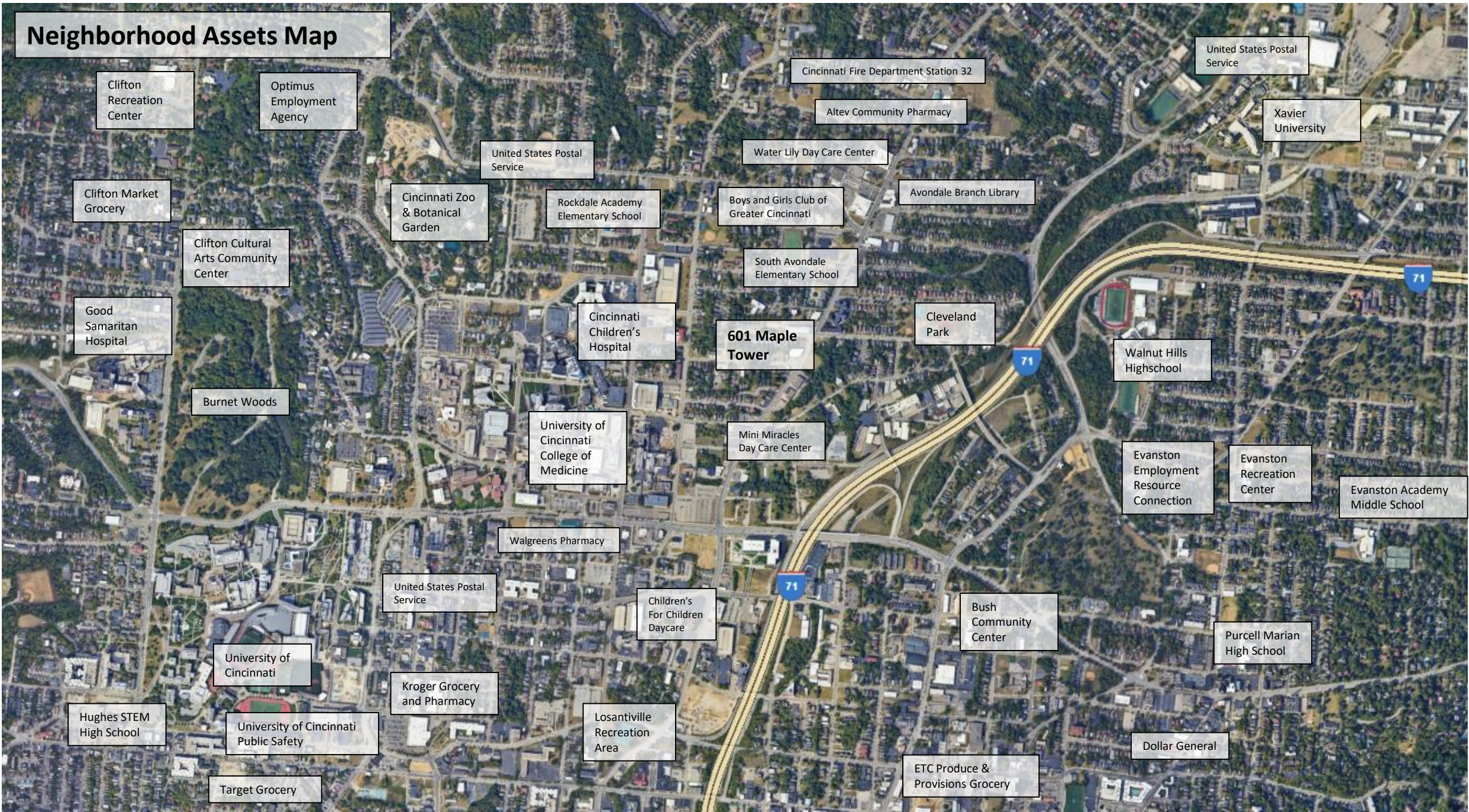
# Maple Tower Location Map



Maple Tower  
601 Maple Ave



# Neighborhood Assets Map



Clifton  
Recreation  
Center

Optimus  
Employment  
Agency

Cincinnati Fire Department Station 32

United States Postal  
Service

Xavier  
University

Altev Community Pharmacy

United States Postal  
Service

Water Lily Day Care Center

Clifton Market  
Grocery

Cincinnati Zoo  
& Botanical  
Garden

Rockdale Academy  
Elementary School

Boys and Girls Club of  
Greater Cincinnati

Avondale Branch Library

Clifton Cultural  
Arts Community  
Center

South Avondale  
Elementary School

Good  
Samaritan  
Hospital

Cincinnati  
Children's  
Hospital

601 Maple  
Tower

Cleveland  
Park

Walnut Hills  
Highschool

Burnet Woods

University of  
Cincinnati  
College of  
Medicine

Mini Miracles  
Day Care Center

Evanston  
Employment  
Resource  
Connection

Evanston  
Recreation  
Center

Evanston Academy  
Middle School

Walgreens Pharmacy

United States Postal  
Service

Children's  
For Children  
Daycare

Bush  
Community  
Center

Purcell Marian  
High School

University of  
Cincinnati

Kroger Grocery  
and Pharmacy

Hughes STEM  
High School

University of Cincinnati  
Public Safety

Losantiville  
Recreation  
Area

Dollar General

Target Grocery

ETC Produce &  
Provisions Grocery

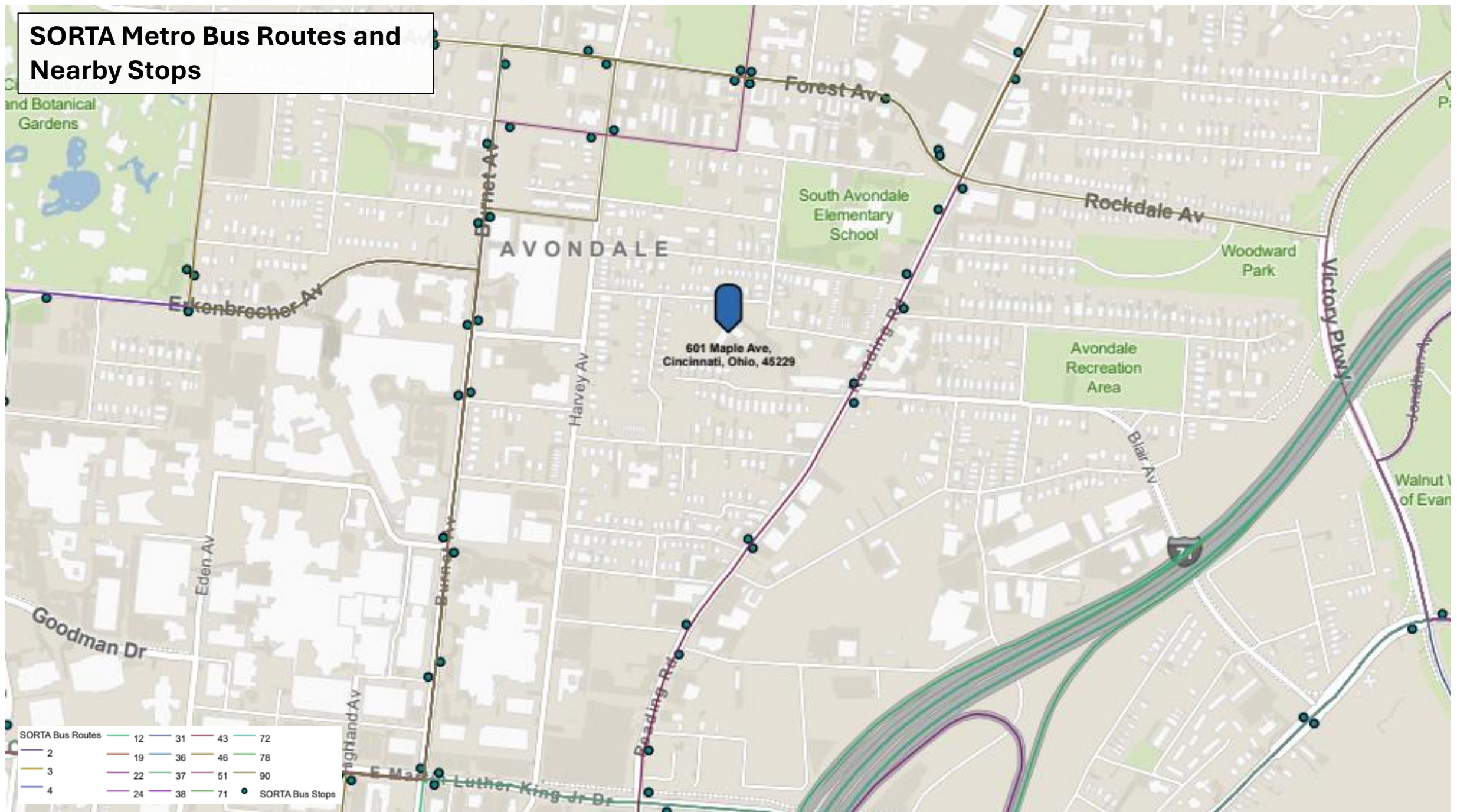




Maple Tower  
601 Maple Avenue

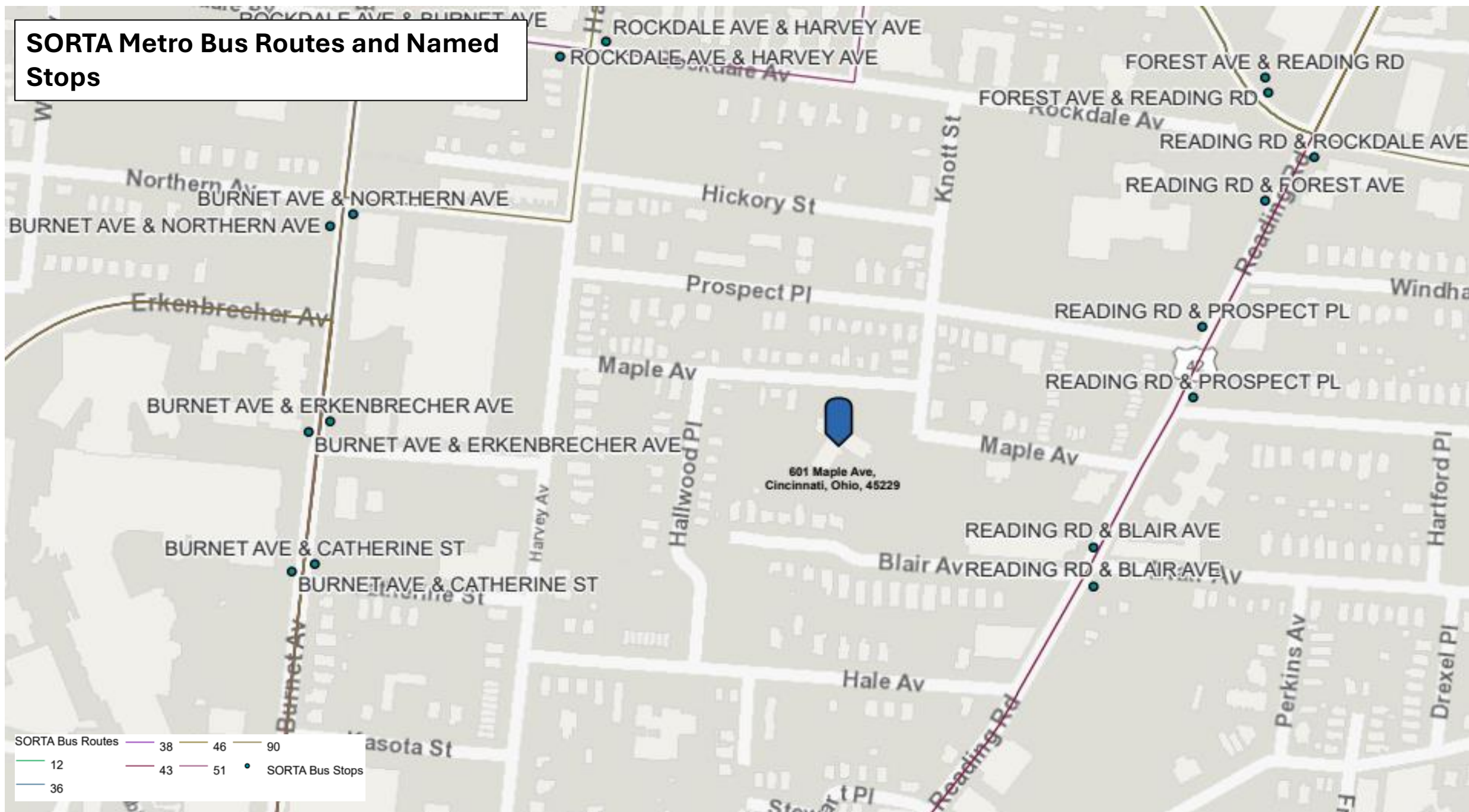


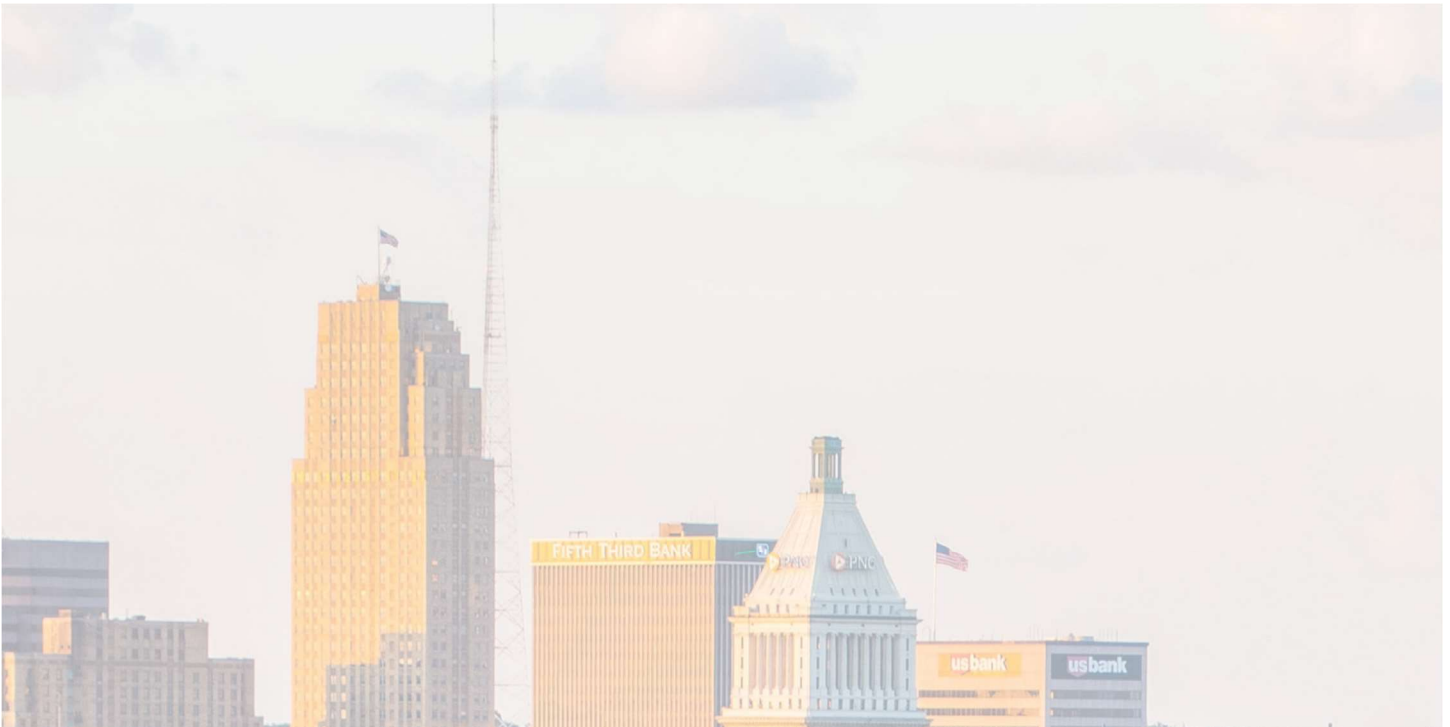
# SORTA Metro Bus Routes and Nearby Stops





# SORTA Metro Bus Routes and Named Stops





# **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.



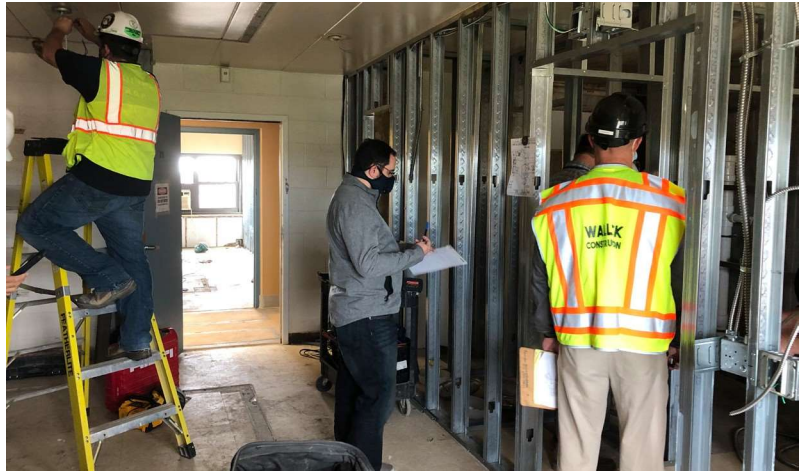


# CMHA'S ECONOMIC IMPACT

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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.



## ECONOMIC INCLUSION

CMHA's nationally recognized Economic Inclusion program includes Women Owned Businesses (WBE), Minority Owned Businesses (MBE), and Section 3. Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low-or very-low income residents in connection with projects and activities in their neighborhoods.

- Twenty-five percent of all hours worked on a construction project go to Section 3 workers
- Five percent of all hours worked on a project go to Targeted Section 3 Residents
- 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

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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

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Neighborhood:	<i>English Woods</i>
Units:	<i>114</i>
Scope:	<i>Substantial Rehab</i>
Development Cost:	<i>\$33,469,992</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

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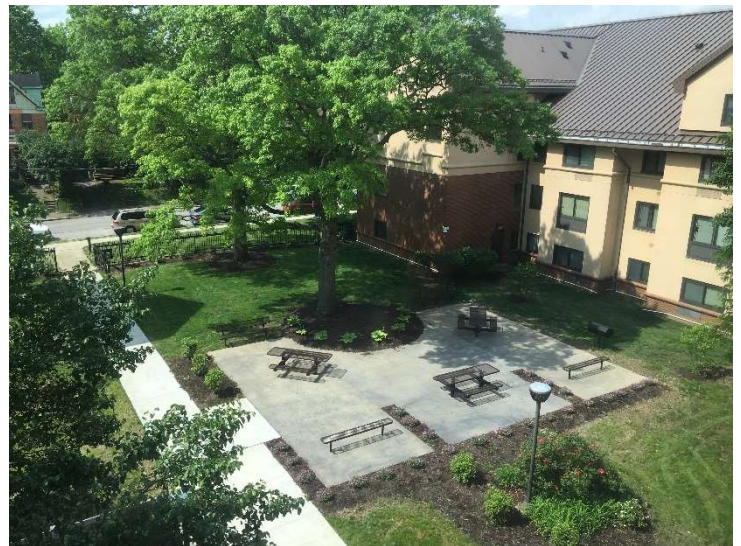
Neighborhood:	<i>Evanston</i>
Units:	<i>100</i>
Scope:	<i>Moderate Rehab</i>
Development Costs:	<i>\$3,011,500</i>
Completion:	<i>January 2021</i>

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 an 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>December 2022</i>

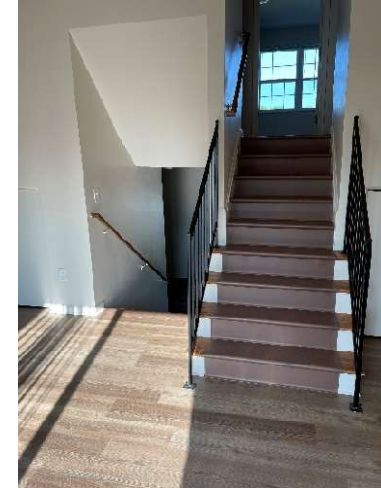


Horizon Hills is a multi-family apartment community comprised of 32 townhouse-style units. Horizon Hills is located in the Price Hill neighborhood along Grand Avenue and Warsaw Avenue in western Cincinnati. Horizon Hills was originally constructed in 1930 and consists of three Buildings, each three stories 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>\$38,253,164</i>
Completion:	<i>January 2022</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:	May 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
<b>Total</b>	<b>47,077,409</b>

# 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
<b>TOTAL SOURCES</b>	<b>\$18,347,485</b>





# 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.

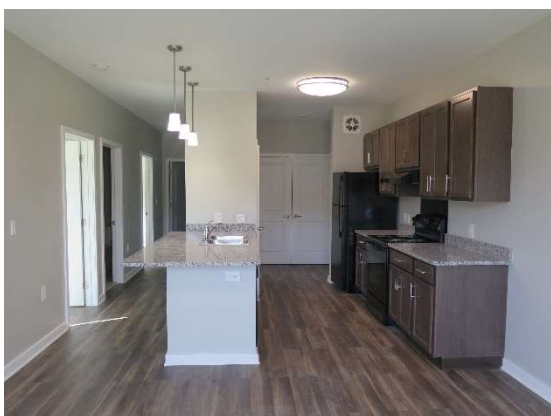
The two buildings that comprise the development offer a variety of one-, two- and three-bedroom units, 88 percent of which will be offered at rents attainable to those earning 60 percent of Area Median Income.

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-The-Rhine 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 through 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.

Neighborhood:	<i>Over-the-Rhine</i>
Units:	42
Scope:	<i>New construction</i>
Development Costs:	<b>\$18,347,485</b>
Projected completion:	June 2025





# RIVERVIEW SAN MARCO

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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>December 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).



# MARQUETTE MANOR

Neighborhood:	<i>English Woods</i>
Units:	<i>140</i>
Scope:	<i>Substantial Rehab</i>
Development Costs:	<i>\$50,059,037</i>
Projected Completion:	<i>July 2026</i>

The Cincinnati Metropolitan Housing Authority (CMHA) is proposing the substantial rehabilitation of Marquette Manor, a public housing community located at 1999 Sutter Avenue, Cincinnati, OH 45225, in the English Woods neighborhood. Constructed in 1967, Marquette Manor is a 15-story elevator building situated on a 4.38-acre site, containing 140 one-bedroom apartments designated for general occupancy.

This renovation project will bring Marquette Manor to CMHA’s Gold Standard of modernization, ensuring the long-term sustainability, accessibility, and marketability of the property. The planned renovation will address significant deferred maintenance and outdated infrastructure, including new HVAC systems, windows, plumbing stacks, insulation, interior finishes, and major site improvements.

Marquette Manor features several shared amenities, including a large community room with a pool table, café seating, vending machines, and televisions. Balconies are accessible from each residential floor, and laundry rooms are available on every other floor.

To support accessibility and improve quality of life, CMHA is also expanding the on-site parking. The existing surface lot, which currently accommodates 40 vehicles, will be enlarged to provide 115 parking spaces, including ADA-compliant spaces. This expansion will utilize two additional acres from an adjacent, vacant CMHA-owned parcel. The new parking configuration will bring the site into compliance with local zoning codes and enhance its appeal to future residents and service partners. CMHA has successfully closed on the project.



Lighting and Canopy rendering



# THE BEECHWOOD

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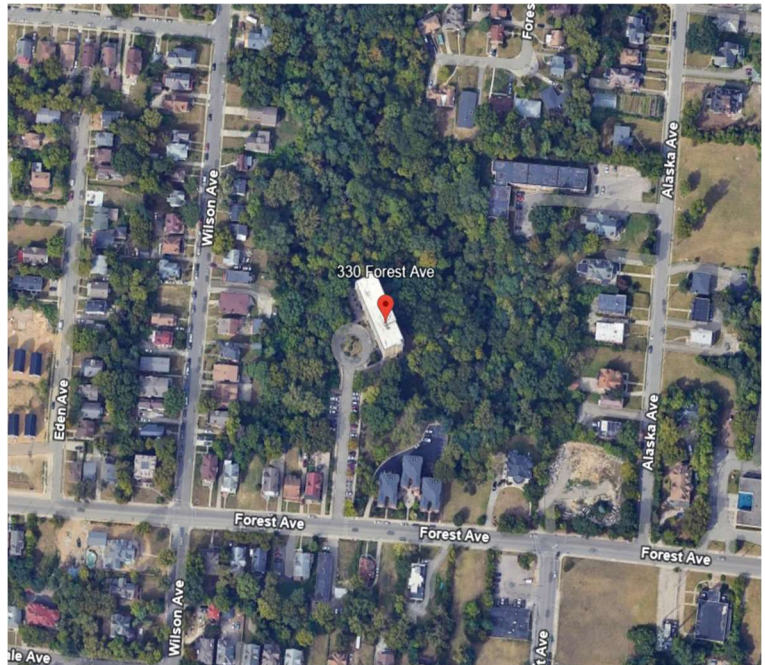
Neighborhood:	<i>Avondale</i>
Units:	<i>149</i>
Scope:	<i>Substantial Rehab</i>
Development Costs:	<i>\$47,671,919</i>
Projected Completion:	<i>April 2026</i>

Beechwood is a CMHA-owned multifamily property located in Avondale, Cincinnati. The property includes 149 apartments, consisting of 16 Efficiency units, 132 One Bedroom units, and 1 Two Bedroom unit.

The property is in need of substantial rehabilitation, which will be achieved through a conversion to the Rental Assistance Demonstration (RAD) program, with corresponding RAD PBRA subsidies and a combination of debt/equity refinancing.

The rehabilitation scope includes the renovation of all apartments, the building, and the site. Key elements of the work will involve asbestos removal, compliance with accessibility guidelines (10% mobility accessible and 2% hearing/visual impairment accessible), and a reconfigured lobby for improved entrance appeal. Interior work will include new drywall, paint, kitchen and bathroom upgrades, installation of energy-efficient appliances, and flooring replacement with luxury vinyl tile (LVT). Additionally, electrical systems, smoke and carbon monoxide detectors, and plumbing will be upgraded to meet modern standards.

The exterior will be renovated with new lighting, exterior paint, and replacement of canopies. Site work will involve the replacement of damaged sidewalks, parking lot resurfacing, and improvement of site lighting. CMHA has successfully closed on the project.





# UPCOMING DEVELOPMENTS

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## Maple Tower

Neighborhood:

Units:

Scope:

Estimated Total Development Cost:

Estimated Financial Closing:

Avondale

120

Substantial Rehabilitation

\$34M

Spring 2026



## The President

Neighborhood:

Units:

Scope:

Estimated Total Development Cost:

Estimated Financial Closing:

Avondale

96

Substantial Rehabilitation

\$31M

Spring 2026



## The Linn Street Exchange

Neighborhood:

Units:

Scope:

Estimated Total Development Cost:

Estimated Financial Closing:

West End

96

Substantial Rehabilitation

\$13M

Early 2026



## Winton Terrace Phase I

Neighborhood:

Units:

Scope:

Estimated Total Development Cost:

Estimated Financial Closing:

Winton Hills

85

Substantial Rehabilitation

\$96M

Early 2026

## Crotty and Mears

Neighborhood:

Units:

Scope:

Estimated Total Development Cost:

Estimated Financial Closing:

Anderson and Mt. Washington

27

Moderate Rehabilitation

\$3.2M

February 2026





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 terms and conditions 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 a 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

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## REQUEST FOR PROPOSALS (RFP) NO. 2025-4008

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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.

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 award a contract pursuant to this RFP and issue subsequent RFP’s if in the Authority’s best interest.
3. The Authority reserves the right to terminate a contract awarded 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 awarding a contract 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 contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the Authority’s Internet Website (hereinafter, the “noted Internet System” or the “System”) and by downloading this document, each prospective proposer is

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 contract that the Authority awards to or signs with any firm, agency or individual pursuant to that RFP. A copy of these ITP shall be made available to any actual or prospective proposer, or contractor who does business with or intends to do business with the Authority.

**1.1.1** Unless otherwise specified within the RFP or contract documents, in the event that any provision in any document listed herein conflicts with any provision within these ITP, the provision in the RFP or contract document 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.

**1.2 Definitions** (pertaining to all RFP documents issued by the Authority pertaining to this RFP, including the attachments and the ensuing contract):

**1.2.1** **"Contracting Officer"** when named within an RFP document shall refer to either the CEO or the person he/she has delegated such responsibilities to.

**1.2.2** **"Contract"** refers to the fully executed written agreement that ensues from the RFP. Whereas all RFP documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within the RFP document, such is referring to both the RFP documents and the ensuing contract document.

**1.2.3** **"Contractor"** and the term "successful proposer" may be used interchangeably.

**1.2.4** **"Days"** unless otherwise directed, shall refer to calendar days.

**1.2.5** **"CEO"** is the Authority Chief Executive Officer.

**1.2.6** **"The Authority"** is the Cincinnati Metropolitan Housing Authority, its instrumentalities and affiliates. Unless otherwise defined herein or within the ensuing contract, whenever the term "the Authority" is used without clearly

designating a responsible Authority staff person, the proposer(s) shall assume that responsibility for that item rests with the PO.

- 1.2.7**      **"HUD"** is the United States Department of Housing and Urban Development. HUD is the Federal agency that the Authority receives some funding from; however, pertaining to this RFP, correspondences, including proposal submittals, received from each proposer must exhaust all provisions contained herein prior to contacting HUD (i.e. in the case of a protest).
- 1.2.8**      **"Herein"** shall refer to all documents issued pursuant to the noted RFP, including the RFP documents and the attachments.
- 1.2.9**      **"Offer"** is the proposal submittal referred to within the following Section 1.2.14 that the proposer delivers to the Authority in response to the RFP.
- 1.2.10**     **"Offeror" or "Offerors"** are the persons or firm which submit a proposal in response to a request for proposal.
- 1.2.11**     **"Parties"** - When "the parties," "both parties" or "either party" is stated within the RFP documents or the contract, such refers to the Authority and the successful proposer(s).
- 1.2.12**     **"PO"** – is the procurement office.
- 1.2.13**     **"Proposal" and/or "Proposal Submittal"** is the document that the proposer is required to, as detailed within the RFP document, deliver to the Authority.
- 1.2.14**     **"Protestor"** is a prospective proposer or proposer who feels that he/she has been treated inequitably by the Authority and wishes the Authority to correct the inequitable condition or situation. To be eligible to file a protest with the Authority pertaining to an RFP or contract, the protestor must have been involved in the RFP process in some manner as a prospective proposer (i.e. registered and received the RFP documents).
- 1.2.15**     **"Prospective Proposer" or "Proposer"** - A prospective proposer is a firm or individual who has been notified of the RFP solicitation and/or who has downloaded, requested and/or received the RFP documents and is considering responding with a proposal; a proposer is a firm or individual who has submitted a proposal in response to the RFP. All terms and conditions shall apply equally to all prospective proposers as well as proposers, though prospective proposers may not, after the deadline set for receiving proposals, receive further notices pertaining to that RFP--meaning, certain notices (such as the Notice of Results of Evaluation) are typically only delivered to proposers and not to all prospective proposers.
- 1.2.16**     **"Request for Proposals" (RFP)** is the competitive proposal process allowed by HUD, especially as defined within Chapter 7 of HUD Procurement Handbook 7460.8 REV 2.

**1.2.17 "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.

**1.2.18 "Solicitation" or "Competitive Solicitation"** is the RFP process detailed herein.

**1.3 Pre-Proposal Conference/Walk-thru:** A pre-proposal conference or walk-through may be scheduled. Pursuant to HUD regulations, the pre-proposal conference or walk-through is not mandatory, but is recommended. Potential proposers planning to attend should notify the Procurement Department at [procurement@cintimha.com](mailto:procurement@cintimha.com) of their intention to do so 24 hours in advance. The purpose of the conference is to assist prospective proposers in having a full understanding of the RFP requirements so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference the PO will conduct an overview of the RFP documents, including attachments. Whereas the purpose of this conference is to review the RFP documents, attendees should bring a copy of the RFP documents with them; however, the Authority **will not** distribute at this conference any copies of the RFP documents.

**1.4 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.

**1.4.1 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 <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 *ex parte* (a substantive conversation—"substantive" meaning, 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.

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

## 2.0 CONDITIONS TO PROPOSE:

**2.1 Pre-Qualification of Proposers:** Prospective proposers will not be required to pre-qualify in order to submit a proposal. However, all proposers will be required to submit adequate information showing that the proposer is qualified to perform the required work (i.e. Profile of Firm Form and required resumes). Failure by the prospective proposer to provide the requested information may, at the Authority's discretion, eliminate that proposer from consideration, provided that all proposers were required to submit the same information (in the case of a successful proposer(s), these requirements shall also apply in the context of the successful proposer or proposers).

## 2.2 RFP Forms, Documents, Specifications and Drawings:

**2.2.1** Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

**2.2.2** Each offeror shall furnish the information required by the solicitation; this includes but is not limited to completing and submitting all documents issued pursuant to this RFP. Offers signed by an agent shall be accompanied by evidence of that agent's authority. [HUD 5369 B §1]

**2.2.3** All information presented in response to the RFP must be included in the submitted response. There can be no information that is linked to a website that requires reviewers to access the website for consideration of content. Any such conditions will not be considered as part of the Respondent's proposal or of any resulting contract.

**2.2.4** Offers for services other than those specified will not be considered.

**2.2.5** Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

**2.2.6** The Authority shall reserve the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued; such notice shall be made available or delivered in writing to each prospective and/or actual proposer.

**2.2.6.1** If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**2.2.6.2** Offerors shall acknowledge receipt of any amendments to this solicitation by signing and returning the amendment, by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, or any other



method specified in the RFP documents. The Authority must receive the acknowledgement by the time specified for receipt of offers. [HUD 5369 B §3]

**2.2.6.3** Such changes that are issued before the deadline for receipt of proposals shall be binding upon all prospective proposers.

**2.2.6.4** Such changes that are issued after the receipt of proposals, but prior to award shall be binding upon all parties that have submitted proposals; however, such parties shall be allowed to reject such changes by, within 5 days of receipt of such written notice, withdrawing his/her proposal. Such withdrawal must be delivered, in writing, to the PO within the 5-day deadline period.

### **2.3 Proposal Preparation, Submission and Receipt by the Authority:**

**2.3.1 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).

**2.3.2 Manner of Submission:** The proposal submittal shall be submitted in the manner detailed within the RFP document. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal, and may, at the discretion of the PO, eliminate that proposer from consideration for award. [See HUD 5369 B §2]

**2.3.2.1 Proposal Submittal Binding Method:** It is preferable and recommended that the proposer bind the proposal submittal in such a manner that the Authority can, if needed, remove the pages from the cover (i.e. 3-ring binder, etc.) to make copies then conveniently return the proposal submittal to its original condition.

**2.3.2.2 Cost Proposal (if applicable):** The proposed Fees shall be submitted by the proposer utilizing the fee submittal form and received by the Authority in a separate, sealed envelope along with the proposal. Then envelope shall be labeled with: the Proposer's name, the solicitation number, the solicitation name, the due date, and "Fee Submission Form."

**2.3.2.2.1** The cost shall be a firm fixed price inclusive of all elements required to deliver the services, including but not limited to: employee costs and benefits, clerical

support, supplies, materials, licensing, insurance, fuel surcharges, truck fees, franchise fees, etc. Please note that such cost is inclusive of all elements required to provide these services as specified herein and each fee proposed shall be fully “burdened” with profit and overhead costs.

**2.3.2.2.2** Authorization of Offeror: The Cost Proposal (Attachment B) must be signed by a representative of the Offeror who is legally authorized to enter into a contractual relationship in the name of the Offeror.

**2.3.2.3** Offers shall be enclosed in an email and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the package. [HUD 5369 B §9]

**2.3.2.4** It is very important that the offer be properly identified in the subject line of the email as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official. [HUD 5369 B §9]

**2.3.2.5 Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Authority by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Authority decides that any such entry has not changed the intent of the proposal that the Authority intended to receive, the Authority may accept the proposal and the proposal shall be considered by the Authority as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet System and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the Authority delivers to or makes available to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

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

**2.3.3 Time for Receiving Proposals:** Proposals received prior to the time set as the deadline for the receipt by the Authority of the proposal submittal shall be securely kept, unopened, by the Authority. The PO, whose duty it is to open such proposals, will decide when the specified time has arrived. No proposal received after the designated deadline shall be considered, except as detailed as detailed below; or if the bid response, modification, or withdrawal would have been timely but for the action or inaction of the Authority personnel. When deemed as late, a bid response, modification, or withdrawal shall be marked as "late", remain sealed and shall be retained in the bid file

**2.3.3.1** Proposers are cautioned that any proposal submittal that may be time-stamped as being received by the Authority after the exact time set as the deadline for the receiving of proposals shall be returned unopened to the proposer. Any such proposals inadvertently opened shall not be considered, but shall be ruled to be invalid. No responsibility will attach to the Authority or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.

**2.3.3.2** Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it –

**2.3.3.2.1** Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

**2.3.3.2.2** Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the Authority that the late receipt was due solely to mishandling by the Authority after receipt at the Authority;



- 2.3.3.2.3** Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term 'working days' excludes weekends and U.S. Federal holidays; or
- 2.3.3.2.4** Is the only offer received.
- 2.3.3.3** Any modification of an offer, except a modification resulting from the Authority's request for 'best and final' offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.
- 2.3.3.4** 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.
- 2.3.3.5** The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date of the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- 2.3.3.6** The only acceptable evidence to establish the time of receipt at the Authority is the time/date stamp of the Authority on the offer wrapper or other documentary evidence of receipt maintained by the Authority.
- 2.3.3.7** The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision,

excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

**2.3.3.8** Notwithstanding paragraph 2.3.3.2 of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the Authority will be considered at any time it is received and may be accepted.

**2.3.3.9** If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an Invitation for bids, bids may be withdrawn at any time prior to bid opening.

[HUD 5369 B §6] Negligence on the part of the proposer in preparing his/her proposal confers no right of withdrawal or modification of his/her proposal after such proposal has been received and opened.

**2.3.4 No Public Opening of Proposals:** Pursuant to the competitive proposals or RFP process, proposals are not publicly opened, but are held secure until the submittal deadline has passed. The proposals are then opened in private by the PO (or his/her designee) and are, pursuant to the evaluation plan, examined for minimal responsiveness (i.e. minimum compliance with the requirements of the RFP). Persons other than the Authority staff involved in this process are not allowed to be present during the opening, nor may they inspect the proposals until after award has been completed.

**2.3.5 Conflicting Conditions:** Any provisions detailed within any of the RFP documents which may be in conflict or inconsistent with any of the paragraphs in any of the other RFP documents, including attachments, shall be void to the extent of any such conflict or inconsistency. Further, as stated within Section 1.1.1 of this ITP, unless otherwise specified within the RFP or contract documents, in the event that any provision in any document listed herein conflicts with any provision within this ITP, the provision in the RFP or contract document shall govern.

**2.3.6 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 and the proposed contract with the successful proposer, and all proposers shall be bound by such addenda, whether or not received by the prospective or successful proposer(s). Oral explanations or instructions given before the award of the contract 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]

## **2.4 Exceptions to Specifications:**

- 2.4.1** A proposer may take exception to any of the proposal documents or any part of the information contained therein, by submitting, in writing to the PO, **at least 10 days prior to the proposal deadline**, a complete and specific explanation as to what he/she is taking exception to. Proposed alternate documents or information must also be included. A response by the Authority will be issued in writing within 5 days of receipt of such exception request. The Authority reserves the right to agree with the prospective proposer and issue a revision to the applicable RFP requirements, or may reject the prospective proposer's request.
- 2.4.2** When taking exception, prospective proposers must propose services that meet the requirements of the RFP documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-proposal conference (if scheduled). All verbal instructions issued by the Authority officers not already listed within the RFP documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

## **2.5 Lump Sum Cost Breakdown (LSCB):**

- 2.5.1** The Authority reserves the right to, at any time, request and receive from any or all proposers a LSCB of any or all of the costs proposed. The proposal documents constitute an outline of the work to be completed by the proposer. These documents are intended to include all major items, and the lump sum cost breakdown computed therefrom will be the maximum compensation for all work and materials whatsoever furnished by the proposer in order to comply with the proposal documents in their present form, whether or not indicated in the approximate quantities or pertaining to the items of work as listed.
- 2.5.1.1** The purpose of this LSCB will serve the Authority in two distinct areas:



- 2.5.1.1.1**      **Prior to award of proposals:** the Authority may request a LSCB for any or all items reflected within the RFP document as “lump sum” for the purpose of determining an unbalanced cost proposal. The PO, using acceptable methods dictated by the industry, shall conduct the analysis.
- 2.5.1.1.2**      **After award:** the Authority may request a LSCB for any or all items reflected within the RFP document as “lump sum” for the purpose of making partial payments to the successful proposer.
- 2.5.1.1.3**      Under no circumstances, may any cost item reflected as “lump sum” be increased/decreased as a result of the LSCB analysis.

### 3.0 PROPOSAL EVALUATION:

- 3.1 Proposal Opening Results:** It is understood by all proposers/prospective proposers that the proposals received are not publicly opened and the results will typically not be a matter of public record until the Authority has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results. When the Authority issues such notice, the Authority will inform all proposers as to who was awarded the contract and the dollar amount of the contract.
- 3.2 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 award a contract to the Proposer(s) with the highest ranking scores and whose qualifications and fee proposals the Authority determines is most advantageous to the Authority.
- 3.1.1**      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.
- 3.3 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 for award.

**3.4 Mistake in Proposal Submitted:**

**3.4.1** A request for withdrawal of a proposal due to a purported error need not be considered by the Authority unless the same is filed in writing by the proposer within 48 hours after the proposal deadline (proposers may of their own volition withdraw a proposal prior to the submittal deadline). Any such request shall contain a full explanation of any purported error and shall, if requested by the Authority, be supported by the original calculations on which the proposal was computed, together with a certification and notarization thereon that such computation is the original and prepared by the proposer or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as the Authority retains the right to accept or reject any proposal withdrawal for a mistake.

**3.4.2** Unless otherwise prohibited within the RFP documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at the Authority's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to the PO, for his/her review. This mistake must be corrected before the issuance of contract documents. If a bidder appears to have made a mistake, the Contracting Officer should immediately notify a bidder of any apparent mistake in his/her bid and request verification of the bid as submitted.

**3.5 Irregular Proposal Submittal:** A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at the Authority's discretion, be cause for rejection:

**3.5.1** If the forms furnished by the Authority are not used or are altered or if the proposed costs are not submitted as required and where provided.

**3.5.2** If all requested completed attachments do not accompany the proposal submitted.

**3.5.3** If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.

**3.5.4** If the proposer adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

**3.6 Evaluation Method:**

**3.6.1 Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents:

**3.6.1.2** Instructions to Evaluators;

**3.6.1.3** Proposal Tabulation Form;

**3.6.1.4** Copy of all pertinent RFP documents.

**3.6.2 Evaluation:** The PO will evaluate and award points pertaining to the Proposed Fees and the Economic Inclusion Participation Factors. The appointed evaluation committee, independent of the PO or any other person at the Authority, shall evaluate the responsive proposals submitted and award points pertaining to the other evaluation factors. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the PO.

**3.7 Evaluation Scoring:** Each evaluation factor will be scored on a zero to five scale. The scores will then be averaged for each evaluation factor and then the weighted average score for each evaluation factor will be combined to calculate the overall score.

Score	Description
5	Total Applicability/Excellent: The proposal exceeds all the requirements of the RFP and Specifications in a highly competent and superior manner.
4	Substantial Applicability/Above Average: The proposal meets all the requirements of the RFP and Specifications and, in some respects, exceeds them.
3	Average Applicability: The proposal adequately meets most of the requirements of the RFP and scope. It accomplishes many, but not all of the requirements stated in the RFP and specifications.
2	Limited Applicability/Below Average: The proposal meets some of the requirements of the RFP and scope but contains some deficiencies. The proposal accomplishes some, but not all of the purposes stated in the RFP and specifications.
1	Minimum Responsiveness/Poor: The proposal scarcely meets the requirements and contains many deficiencies. The required documentation is in many respects inadequate, methodologically unsound or scarcely accomplishes the purpose stated in the RFP and specifications.
0	Non-responsive: A zero value typically constitutes no response or an inability of the vendor to meet the minimum requirement as set forth in submitting the RFP criterion.



**3.7.1 Determination of Top-ranked Proposer:** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the PO to determine the final rankings. Contract negotiations may, at the Authority's option, be conducted prior to or after the BOC approval.

**3.7.1.1 Ties:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

**3.7.2 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 in and/or contract with a proposer entity will be excluded from participation on the Authority evaluation committee.

**3.8 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.

**3.8.1 THE AUTHORITY may:**

- reject any or all offers if such action is in the HA's interest,
- accept other than the lowest offer,
- waive informalities and minor irregularities in offers received, and
- award more than one contract for all or part of the requirements stated.

**3.8.2 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.

**3.8.3** The Authority shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must –

- Have adequate financial resources to perform the contract, or the ability to obtain them;
- 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 for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD. [HUD 5369 B §5]

**3.8.4** 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.

**3.8.5** THE AUTHORITY will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to THE AUTHORITY, cost or price and other factors, specified elsewhere in this solicitation, considered.

**3.8.6** **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, which may include oral interviews, with all firms deemed to be in the competitive range. Any and all interviews are at the sole discretion of the Authority.

However, the Authority may award a contract 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

**3.8.7** A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counter offer by THE AUTHORITY.

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

### **3.9 Rejection of Proposals:**

**3.9.1** 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.

**3.9.2** 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.

**3.10 Cancellation of Award:** the Authority reserves the right to, without any liability, cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.

**3.11 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:

**3.11.1** 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.

**3.11.2** 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.

**3.11.3** Lack of competency, lack of experience and/or lack of adequate machinery, plant and/or other resources.

**3.11.4** 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.

**3.11.5** Incomplete work, which in the judgment of the Authority, might hinder or prevent prompt completion of additional work, if awarded.

**3.11.6** Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.

**3.11.7** Failure to comply with any qualification requirement of the Authority.

**3.11.8** Failure to list, if required, all subcontractors (if subcontractors are allowed by the Authority) who will be employed by the successful proposer(s) to complete the work of the proposed contract.



**3.11.9** As required by the RFP documents, failure of the successful proposer to be properly licensed by the City of Cincinnati and/or Hamilton County, Ohio and/or the State of Ohio and/or to be insured by a general liability and/or worker's compensation policy.

**3.11.10** Any legal reason to be determined, in good faith, to be in the best interests of the Authority.

**3.12 Burden of Proof:** If requested by the Authority, it shall be the responsibility of the proposer(s) to furnish the Authority with sufficient data or physical samples, within a specified time, so that the Authority may determine if the goods or services offered conform to the Specifications.

**3.12.1 Right to Negotiate Final Fees:** THE AUTHORITY shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at THE AUTHORITY's options, be the basis for the beginning of negotiations. Such negotiations shall begin after THE AUTHORITY has chosen a top-rated proposer. If THE AUTHORITY and such proposer can not arrive at a mutually agreed upon price or terms for the work to be performed, THE AUTHORITY shall retain the right to end such negotiations and begin negotiations with the next-rated proposer or cancel the solicitation in its entirety. THE AUTHORITY shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

#### **4.0 Right to Protest:**

**4.1 Rights:** Any prospective or actual proposer, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, 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.

**4.1.1** 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 contract, 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.

**4.2 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.

- 4.3 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:

**4.3.1** 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.

**4.3.2** 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:

**4.3.2.1** the deadline for receiving proposals;

**4.3.2.2** receipt of notification of the results of the evaluation or the award; or

**4.3.2.3** the alleged aggrieved protestor knows or should have known the facts.

**4.3.3** 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.

**4.3.4** 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.

**4.3.5** 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]

**4.3.6 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

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and decision; failure to do so within such 5 days shall relive 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:

**4.3.6.1** 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 relive the Authority of any responsibility to consider such request.

**4.3.6.2** The request for an administrative appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.

**4.3.6.3** 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.

**4.3.6.4** 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.

**4.3.6.5** 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.

**4.3.5.5** 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.

## **5.0 Additional Considerations:**

**5.1 Estimated Quantities:** Unless otherwise stated within the RFP documents, the quantities reflected within the RFP documents, to the best of the Authority's knowledge,



reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by the Authority under the finalized contract; but, pursuant to all RFP documents, these quantities will be used as calculation figures to determine the successful proposer.

**5.2 Lobbying Certification:** By proposing to do business with the Authority or by doing business with the Authority, each proposer certifies the following:

**5.2.1** 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.

**5.2.2** 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 an 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.

**5.2.3** The successful proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

**5.2.4** 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 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.

**5.3 Contract Conditions:**

**5.3.1 Contract Award Procedure:** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

**5.3.1.1** By completing, executing and submitting the Contract Award and Acceptance, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by THE AUTHORITY, either in hard copy or on the noted System.”

**5.3.2 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by THE AUTHORITY pursuant to this RFP:

**5.3.2.1** Contract Form: THE AUTHORITY will not execute a contract on the successful proposer's form of contract and contracts will only be executed on THE AUTHORITY's form of contract and by submitting a proposal the successful proposer agrees to do so. See Attachment H for Professional Services Agreement General Terms and Conditions and Attachment A for Proposer's Statement.

**5.3.2.2** Please note that THE AUTHORITY has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

**5.4 Headings:** The headings, titles, and captions in this Attachment are inserted for convenience only and are in no way intended to describe, interpret, define, prioritize or limit the scope, extent, or intent of this Attachment or any provision herein.

Last Revision Date: 3/3/2024