
REQUEST FOR PROPOSAL (RFP)
DEVELOPMENT CONSULTANT
FOR NEW CONSTRUCTION IN AIKEN, SC
RFP# 2024-01



AIKEN HOUSING
A U T H O R I T Y

RAISING STANDARDS - ELEVATING LIVES

100 Rogers Terrace
Aiken, SC 29801

www.aikenhousing.org



Available: Monday, July 8, 2024
Deadline: 5:00 PM EDT on Monday, August 5, 2024

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**Request for Proposal
Development Consultant
for
New Construction in Aiken, SC
RFP# 2024-01**

The Housing Authority of the City of Aiken (AHA) is inviting proposal submissions from experienced developers to act as a Development Consultant to provide necessary expertise to develop affordable housing in the City of Aiken, SC. Successful respondents must demonstrate the ability and experience to implement a mixed-income methodology resulting in a viable mixed income residential community containing affordable housing, which may include elderly and family units. AHA is considering new construction as the method to provide replacement housing related to the Hahn Village development.

Sealed responses to this solicitation will be received by AHA until
5:00 p.m. EDT on Monday, August 5, 2024.

They should be addressed to:

Chanosha Lawton, Chief Executive Officer
The Housing Authority of the City of Aiken

Mail Delivery Option

P. O. Box 889
Aiken, SC 29802

Hand Delivery Option

100 Rogers Terrace
Aiken, SC 29801

Electronic Submission

clawton@aikenhousing.org

Mail or Hand Delivery Requirements: Deliver three complete sets (one original clearly marked or stamped "original", and two copies) of the required submittals, in a sealed container or box clearly marked with the words "RFP Documents", addressed to Chanosha Lawton, Chief Executive Officer.

Place the following information in the upper, left-hand corner on the outside of the container/box when submitting qualifications:

Company Name
Company Address
RFP Name and Number

The RFP solicitation may be obtained by visiting the AHA website:

<https://www.aikenhousing.org>

All responses submitted are subject to the HUD Instructions and Supplemental Instructions to Offerors, General and Supplemental Conditions, and all other HUD requirements, all of which are made a part of this Request for Qualifications by reference.

The AHA reserves the right to reject any or all submissions and to waive any informality in the submission process.

SCHEDULE OF SUBMITTALS

AHA RESPONSES DUE: Thursday, July 25, 2024, at 5:00 PM, Eastern Daylight Time

Interpretations/Questions: During the period between issuance of this RFP and the due date, no oral interpretation of the RFP requirements will be given to any prospective offeror. Requests for interpretation must be made, by e- mail, by 6:00 EST pm on Monday, July 22, 2024, to the email addresses provided below:

- Chanosha Lawton, Chief Executive Officer, clawton@aikenhousing.org
- Nikia Carter, Director of Operations, ncarter@aikenhousing.org
- Dana Blair, Compliance Administrator, dblair@aikenhousing.org

Addendum and Update Procedures for the RFP: During the period of advertisement for this RFP, AHA may wish to amend, add to, or delete from, the contents of this RFP. In such situations, AHA will issue an addendum to the RFP setting forth the nature of the modification(s). AHA will electronically send via email the addendum to all entities receiving a copy of this RFP directly from the AHA. Respondents are solely responsible for providing a correct email address to AHA to receive addendums, if any.

Submission Format: All proposals submitted in any form other than electronically, shall be submitted in 8 1/2 x 11-inch format, preferably in 3 ring binders. Larger size pages or inserts may be used provided they fold to 8 1/2 x11-inches. All copies of the submittal must be identical in content and organization. Consideration should be given to the form and format of the submittal to facilitate internal duplication of the submittal. All submissions shall be organized into sections and tabbed for ease of review. Provide a Comprehensive Table of Contents at the front of the submission. Organize the qualifications in response to the Submission Requirements, taking care to address all issues identified in the Scope of Services. The front cover of the submission shall bear the name and number of the RFP, the date, and the respondent's name, address, phone, and fax number.

Cover Letter with Company Name: A brief letter explaining the understanding of the scope of work and any available history of the company detailing any successful past performances.

Initial

- ✓ **Tab 1.** Letter of Interest _____
- ✓ **Tab 2.** Consultant’s Description & Profile _____
- ✓ **Tab 3.** Consultant’s Experience _____
- ✓ **Tab 4.** Methodology _____
- ✓ **Tab 5.** Financial Capacity _____
- ✓ **Tab 6.** DBE/MBE/WBE/Section 3 Participation Plan _____
- ✓ **Tab 7.** Required Forms and Certifications (to be completed and/or signed) _____

Attachment 1 – Required Forms

- Form HUD-2992: Certification Regarding Debarment and Suspension
- Form HUD-50071: Certification of Payments to Influence Federal Transaction
- Form HUD-5369-A: Representations, Certifications & Other Statements of Bidders.
- Form HUD-5370: General Contract Conditions for Construction Contracts
- Acknowledgement of Addendum
- Non-Conclusive Affidavit
- Form W-9
- Submittal Statement

This Schedule of Submittals is provided to assist you in responding to this RFP but is not intended to waive or modify any provision of the solicitation.

Submittal Forms: Provide, as a part of the submission, all required certifications listed above as attachment 1. Each form that requires signatures must bear an original signature with BLUE INK.

Acceptance of Proposals: Proposal submissions must be signed, sealed, and received in completed form by no later than the qualifications submission time and date established deadline. Unsealed submissions will not be accepted (mail and hand delivery only). Proposals submitted after the designated date and hour will not be accepted for any reason and will be returned unopened to the originator.

The AHA reserves the right to accept or reject any or all submissions, to take exception to these RFP specifications or to waive any formalities. Respondent may be excluded from further consideration for failure to fully comply with the specifications of this RFP.

Time for Reviewing Submissions: Submissions received prior to the due date and time will be securely kept, unopened. No submission received after the submission due date will be considered. Submissions will not be publicly opened. Submissions once submitted become the property of AHA.

Withdrawal of Submissions: Submissions may be withdrawn by written request by the Respondent provided that written confirmation of withdrawal is placed in the mail and postmarked prior to the time set for submission opening. Negligence on the part of the Respondent in preparing its submission confers no right of withdrawal or modification of its submission after the due date.

Award of Contract: AHA expects to award contracts to the highest-ranked respondents determined to be in the best interest of the AHA considering all evaluation criteria. The Respondents to whom an award is made will be notified at the earliest practical date. An award may be subject to HUD approval. No award may be made to consultants or firms that are on any federal, state, or local debarment list. AHA reserves the right to not award contracts if Respondents are not deemed qualified/responsive to the RFP requirements.

Certification of Legal Entity: Prior to execution of the contract agreements, the respondents shall certify that joint ventures, partnerships, team agreements, new corporations, or other entities that either exist or will be formally structured are or will be legal and binding under law of the State of South Carolina. No contractual rights shall arise from the prices of inflation until such time as AHA, and the selected Development Consultant have signed an agreement. Work under the agreement shall commence immediately upon execution of such agreement. Parties further concur that AHA must approve the agreement and both parties agree to work together to implement changes as required.

Costs Borne by Respondent: All costs related to the preparation of this RFP, and related activities are the respondent's responsibility. AHA assumes no liability for costs incurred throughout the selection process.

Best Available Data: All information contained in this RFP is the best data available at the time. The RFP information is not intended as representations having binding legal effect. This information is furnished for respondent convenience and AHA assumes no liability for any errors or omissions.

Contact with Staff, Board Members, and Residents: Offerors may not make any contact with AHA Staff, AHA Board Members, or Residents regarding this RFP or any related matter. All communications with AHA shall be in writing, via email to the following individuals:

Chief Executive Officer, Chanosha Lawton, (clawton@aikenhousing.org)

Director of Operations, Nikia Carter, (ncarter@aikenhousing.org)

Compliance Administrator, Dana Blair, (dblair@aikenhousing.org)

Respondent Responsibilities: Each respondent is presumed by AHA to have thoroughly studied this RFP and become familiar with the package's contents. Any failure to understand completely any aspect of this RFP is the responsibility of the respondent.

SECTION 1: INTRODUCTION

1.1 Introduction/Background Information. (AHA) is seeking to review and select a qualified individual interested in serving as a Development Consultant to AHA and requests the submission of qualifications for consideration. AHA is a public housing authority (PHA) created pursuant to South Carolina Statutes.

The following represents AHA’s demolished housing portfolio:

Site Location	Construction Year	0-Bdr	1-Bdr	2-Bdr	3-Bdr	4-Bdr	Total Units
Hahn Village	1979	27	19	18	28	8	100

AHA desires to develop a mixed income community with additional housing opportunities that include low and moderate-income residents in Aiken County, South Carolina.

AHA will consider utilizing multiple debt and equity instruments including tax exempt bonds, HUD Choice Neighborhoods Initiative (CNI), low-income housing tax credits, conventional mortgage financing, limited partnerships, FEMA Funds, HOME funds, CDBG disaster recovery funds, and public/private collaborations as its principal forms of financing to develop additional affordable housing and potentially address other income ranges up to 80% of the Area Median Income. **A major role of the selected Development Consultant will be to identify adequate development funds from available sources and to provide guarantees during the development period.**

AHA wishes to encourage high quality architectural design for all work which will revitalize the area. The development will provide amenities commensurable with market rate properties in accordance with state and local ordinances and any requirements of applicable funding applications.

AHA seeks to potentially incorporate Green Building techniques, increase community safety through environmental design, with ample green space and parking in the design.

AHA has well established relationships with local governments, and a good relationship with local officials.

1.2 Method of Solicitation:

AHA is soliciting qualification statements from a development consultant with a documented track record of developing low, moderate, and mixed-income housing, including senior communities, in partnership with housing authorities and HUD; experience developing and financing affordable housing in the State of South Carolina will also be an evaluation criterion. The submission shall demonstrate the respondent's capacity and readiness to perform the necessary tasks expeditiously. The AHA is also interested in acquiring and developing additional properties within the Aiken City limits. Finally, the submission should include evidence of the respondent's previous experience and qualifications.

SECTION 2: SCOPE OF SERVICES

The selected consultant will act in a full-service capacity, advising the AHA on the development of appointed site(s). This will include programs of work involving the development of affordable housing assets designed to provide long lasting affordability at these sites and other product mixes that would produce the optimal financial return from development and operations to sustain the affordability and capital improvements of low, moderate, and mixed-income housing in perpetuity.

2.1 Role of the AHA

AHA will play the following roles in the planning and development of the Project:

- **HUD Contact** - AHA will manage and take responsibility for all communication with HUD, and the submission of program documents and evidentiary to obtain all HUD approvals including but not limited to Section 18 Demo/Dispo and/or RAD/Section 18 Blend and mixed-income approval. To the extent any such documents or evidentiary are within the knowledge or responsibility of the Consultant, AHA will expect the Consultant to prepare such documents and evidentiary as AHA may direct.
- **Provider of Funding for Leverage Purposes** - AHA may grant, loan, or otherwise make available to the Consultant funds for the development of the affordable units to assist in the leveraging of funds for the overall revitalization effort. The Consultant will be required to leverage AHA funds by securing private and other public funding and to secure all funding for non-public housing units, as well as any supportive services deemed appropriate by AHA.
- **Monitor Consultant Compliance with Section 3** - AHA will monitor the Consultant's plans and efforts for reaching Section 3 goals and objectives. Section 3 requirements include not only resident employment but also contracting with Section 3 business entities.
- **Monitor Consultant Compliance DBE/MBE/WBE Contracting Goals** - AHA will monitor the Consultant's plans and efforts for reaching eligible Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) goals and objectives. The Consultant's strategy must be coordinated and integrated with AHA's Compliance Department throughout the development process.

2.2 Responsibilities of the Consultant will Include:

Throughout the development of the Project, the Consultant will work closely with all stakeholders, including AHA staff, AHA residents, the surrounding community, and other AHA consultants. The Consultant will be responsible for ensuring that the final master plan is approved, financed, and implemented.

General:

- **Site Selection Validation** - As previously noted, AHA has identified the Hahn Village demolished site as the primary site for the implementation of the projects. The selected consultant will perform the due diligence necessary to determine if the AHA-identified site is viable for the purpose of the development process.
- **Oversee and Implement Development Efforts** - Provide the necessary staffing, expertise, supervision, and guarantees to implement all aspects of the development fully and expeditiously.
- **Hire and Manage Consultants and Contractors Necessary for Planning and Implementation** - Develop a competitive financing application. Procure other consultants

and/or contractors and coordinate all tasks necessary for all financing applications, finalization of the master plan, and all implementation tasks. At a minimum, the Consultant's team will need to include consultants appropriate to complete funding applications, master planning, architectural, environmental review, market analysis, geo-technical studies, civil, mechanical, and electrical engineering, and any other activities deemed necessary by the Consultant and AHA. Respondents are strongly encouraged to demonstrate participation on their team, whether by joint-venture arrangements or otherwise, of local expertise in areas of relevance to the planning and development process, including LIHTC financing and construction matters.

- **Maintain Communication Regarding Project Progress With AHA, HUD, All Key Stakeholders and The Larger Public** - AHA will establish a regular schedule of team meetings, in which the Consultant will participate. Moreover, the Consultant will be responsible for submitting monthly progress reports to AHA, in such formats and media as AHA might direct, on the project status and schedule, including but not limited to design, permits, financing, resident coordination, etc.
- **Develop and Maintain Quality Control Measures** - The Consultant will be responsible for ensuring the Projects are constructed and managed with the highest quality materials and workmanship. The Consultant will be required to implement quality assurance and control measures to ensure effective performance by all parties in all aspects of the program.
- **Develop and Maintain a Detailed Development Schedule and Critical Path Schedule** - Develop and maintain a detailed schedule of events, predicated on financing deadlines that include pre-development activities, construction start, project stabilization and permanent loan close. Develop a Critical Path Schedule for all phases of construction, and lease-up and stabilization.
- **Foster Resident Involvement in Project Implementation (Occupied Sites)** - Facilitate and foster the involvement of public housing and other neighborhood residents in the design and implementation of the master plan. In cooperation with AHA, keep residents informed of the status of the project, assist in providing job opportunities for residents during and after implementation, and assist/encourage resident businesses.
- **Be Responsive to Local Community and Neighborhood and Governmental Interests** - Promote and maintain good relations with community and neighborhood groups, and federal, state and local governments.
- **Compliance with Laws** - Comply with all applicable federal, state and local laws, rules and regulations applying to the activities required by the Agreement.
- **Debarment** - The Consultant must provide evidence that any subcontractor is not debarred, suspended, or otherwise prohibited from professional practice by any federal, state or local agency.
- **DBE/MBE/WBE Opportunities** - The Consultant will take all necessary affirmative steps to assure that disadvantaged, minority, and women-owned business enterprises are used to the greatest extent feasible in compliance with Presidential Executive Orders 11625, 12138, and 12432, and as promulgated in 24 CFR Part 85. AHA's goals and expectations are that the selected Consultant will meet or exceed 20 percent of the total value of all contracts and subcontracts awarded to qualified minority owned firms, and 5 percent of the total value of all contracts and subcontracts awarded to qualified women owned firms. The goals/expectations for DBE/MBE/WBE participation apply to each contracting action valued in excess of \$100,000- regardless of the Consultant's procurement activity are otherwise not applicable to 24 CFR Part 85.36. The selected Consultant shall have a viable program in place to assure the goals are met or exceeded. A monthly report to the AHA will be required by the Consultant to accurately demonstrate the level of effort and compliance.

- **Section 3** - The Consultant will be expected to develop a strategy for fostering Section 3 employment, training and contracting opportunities throughout the development process that are consistent with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). AHA is committed to ensure that all contractors and any tier subcontractors that are awarded a contract in excess of \$100,000 for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide meaningful, full- time, permanent employment and training to Section 3 qualified persons. The Section 3 employment goal is 30-percent of all new hires. Further, all contractors and any tier subcontractors that are awarded a contract in excess of \$100,000 for work generated through the expenditure of HUD funding shall take necessary and reasonable steps to provide business opportunities to Section 3 qualified business concerns. The Section 3 contracting goal is 10- percent of contract and subcontract value. The selected Consultant shall have a viable program in place to assure the goals are met and/or exceeded. A monthly report to AHA is required by the Consultant to accurately demonstrate the level of effort and compliance.

Pre-Development:

- **Prepare a Market Analysis Addressing the Residential Components of the Plan** -In order to finalize the overall development program, prepare a market analysis that will assist in determining the proper mix of units and confirm that proposed rents and housing prices are supportable in the local market.
- **Funding and other Applications** - The Consultant will assist AHA with preparation of documentation necessary to obtain any and all project approvals from HUD. In addition, the Consultant will prepare all Low-Income Housing Tax Credit and other funding applications that will help to leverage AHA's investment into the property.
- **Master Planning Process** - Plan, coordinate, and lead a comprehensive master planning process that will solicit meaningful input from AHA and all local stakeholders. It is anticipated that the master planning process will take several months with multiple charrettes and will require several versions of site plans, renderings, and other media to clearly articulate the master planning options.
- **Prepare Final Master Plans** - In consultation with AHA, the residents and other interested stakeholders, will refine the conceptual designs provided by AHA and ensure that the development design supports the program goals, feasibly achieves the unit counts envisioned, and is acceptable to AHA, HUD, and the community.
- **Obtain Environmental Clearances** - In collaboration with AHA, procure the necessary consultants and prepare the necessary documents to obtain environmental clearances from all interested agencies.
- **Plans and Specifications** - The Consultant will be responsible for the preparation of the infrastructure and building plans and specifications in accordance with AHA's environmental objectives and design Standards which will be subject to AHA's review.

Financing:

- **Produce an Overall Financing Plan** - Produce an attainable financing plan for the overall development project. The overall financing plan will be developed in conjunction with the master plan and market analysis. The financing plan must demonstrate a sensitivity and approach in using AHA funds in the most efficient manner, maximizing leveraging of all funding to the greatest extent possible.
- **Prepare the Finance Proposal/HUD Rental Term Sheet** - Provide required information to assist the preparation of the Section 18 Demo/Dispo and/or RAD/Section 18 Blend Application.
- **Financing Application(s)** - In accordance with the Agreement, the Consultant will be required to pursue diligently and use best efforts to obtain all financing necessary to implement the master

plan in a timely fashion, which may include, but not be limited to, tax credits, tax-exempt bonds, state and local funds and private debt.

- **Maximize the Leveraging of Public and Private Resources** - Maximize the leveraging of public and private resources by pursuing all reasonable sources of financing and utilizing a variety of Consultants and partnerships. Take full responsibility for securing all financing sources in a timely fashion. Coordinate discussion and negotiations with financial institutions and private partners. All financing terms are subject to review and approval by AHA.
- **Obtain Financing** - Through the use of Low-Income Housing Tax Credits ("LIHTC"), HOME Funds, Community Development Block Grant Funds, funds, and other public or private funding sources, to develop the property.
- **Obtain Equity Investment** - Using competitive process, obtain equity financing commitment on the best terms currently available as required by the Agreement and subject to AHA's approval.
- **Guarantees** - In accordance with the Agreement, provide all guarantees required for the successful financing of the revitalization effort, including completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees and guarantees of performance under the Agreement. AHA will require that the Consultant demonstrate financial ability to honor the guarantees and indicate how they intend to honor the guarantees if necessary.
- **Operating Feasibility** - As required in the Agreement, structure such reserves and other devices as will reasonably guarantee the long-term operating feasibility of the Project, utilizing no more subsidy than committed by AHA.
- **Accounting/Financing** - As to be provided for in the Agreement, maintain accounting records and ensure Project financing is available at the appropriate times and utilized in the appropriate manner.

Construction:

- **Hire Qualified General Contractors and Oversee Construction Activities** - The Consultant will create and implement a process for selecting the most qualified General Contractor. During construction, the Consultant shall provide oversight, and management as deemed necessary, of construction activities by coordinating with all development team members and attending job-site meetings to ensure the expeditious implementation of construction activities. Regular onsite construction monitoring is critical to the success of the project; the Consultant must have an onsite presence during the term of construction. Any construction management, other than AHA or investor representatives, are considered overhead and may not be paid with project funds.
- **Facilitate Necessary Site Improvements** - Pursuant to the Agreement, the Consultant shall initiate and complete site work and infrastructure construction in collaboration with AHA.
- **Implement Development Program** - In accordance with the final master plan approved by AHA, the Consultant will develop all improvements associated with the development program.

Ownership and Asset Management:

- **Organize Ownership Entity** - Upon completion of the master plan and its acceptance by AHA, the selected Consultant will be expected to organize an ownership entity(ies) and structure(s) approved by AHA and requirements of other financing sources.
- **Ensure the Short- and Long-Term Viability of the Developed Projects** - Consultant shall develop and implement marketing, occupancy/re-occupancy, asset and property management plans that will ensure the short- and long-term viability of the Projects.
- **Market and Lease-up the Rental Units** - The Consultant shall create and implement a marketing and lease-up strategy for the rental units to ensure that stabilized occupancy is

achieved in compliance with all applicable financing and land use agreements.

Additionally, AHA shall have an option and right of first refusal to acquire the Development in the event a bona fide offer to purchase the Development is received by the owner entity or at any time after the expiration of the LIHTC compliance period. Such right and option shall be for a purchase price equal to the minimum required pursuant to Section 42 of the Internal Revenue Code. Such rights shall be set forth in the Partnership Agreement or the Operating Agreement for each owner entity.

SECTION 3: SUBMISSION REQUIREMENTS

3.1 Outline of Submission Requirements. Listed below are the sections that must be included in the written qualification's submission. Each section must be clearly labeled using the bold-faced titles listed below and shall be assembled in the order described herein. The required submission must be bound, and each section tabbed and labeled with the following eight sections outlined below. A detailed Table of Contents must be provided.

Respondents must compile responses using the following outline:

1. Letter of interest
2. Consultant's Description and Profile
3. Consultant's Experience
4. Methodology
5. Financial Capacity
6. DBE/MBE/WBE/Section 3 Participation Plan
7. Required Certifications, Forms and Vendor Application

3.2 Description of Submission Requirements. The following provides guidance on what the qualifications-based submission must contain and how it must be organized. The purpose of this information is to establish the requirements, order and format for responses, and to ensure that the submissions are complete, include essential information and can be fairly evaluated. Respondents are requested to avoid duplicative materials and redundancies in the submission.

3.3 Letter of Interest. The cover letter should list the development team members and identify the primary contact person. Please include phone number and e-mail address. The letter must be signed by an authorized principal of the Consultant's firm and include a statement that the submission will remain valid for not less than 180 days from the date of the Board of Commissioners' approval of the Consultant.

3.4 Consultant's Description and Profile. Provide general information on the Consultant, including the following:

- a. Name of Consultant, main address, telephone/facsimile numbers and email address.
- b. Address, phone, and facsimile numbers of office from which services will be provided, if different from above.
- c. Description of type, location, scheduled completion, and dollar value of the projects in the pipeline.
- d. Proposed role of consultant.
- e. Describe the Consultant's prior experience with projects of similar scope and

- size, with particular emphasis on experience directing a multi-disciplinary team and facilitating a community involvement process.
- f. Provide examples of the Consultant's prior experience with projects of similar scope and size, as well as experience in financing and developing mixed finance projects within the State of South Carolina.
 - g. Provide a narrative description of the Consultant's previous experience in integrating community and supportive services and Section 3 goals into the overall development and maintenance of similar projects.
 - h. Indicate whether the Consultant has ever been terminated from a contract, and if so, describe the circumstances and outcome; and
 - i. Indicate whether the Consultant has ever sued or been sued by a Housing Authority, and if so, describe the circumstances and the outcomes.
 - j. Provide information on all green building development projects in which the Respondent has participated. An important goal of the AHA is to develop an environmentally responsible development on the site(s) that can serve as a model for residential construction in Aiken County and the State of South Carolina. It is the intent of the AHA to implement financially feasible, technologically sound strategies to conserve energy and to surpass current norms for water conservation, waste management/recycling and the quality of the indoor environment. The AHA will require that such strategies and all efforts to reduce tenant expenses, e.g. utilities, be fully explored in the development of the site(s).

Consultant Experience Provide an overview of the Consultant's experience in the planning, construction, and management of projects similar to what is proposed. Include the following information for the last five (5) years. List projects in chronological order:

1. Identify location, sources of financing, including when applicable the size of the tax credit allocations and tax-exempt bond allocations received, who the investor was and how much the investor paid for the tax credits (expressed in cents per tax credit dollar). Identify which of these are senior housing projects and projects located within the State of South Carolina. Specify the number of units, the unit size, the income groups served and the cost of each project. Provide evidence of timely development demonstrating that projects were on schedule and within budget. Provide references and contact information for listed projects.
2. Indicate the projects that employed **sustainable development techniques** and **green building initiatives**.
3. Demonstrate experience with **property management** (either directly or through supervision of property management provided by a third party). Include information about income groups served, current occupancy levels, and operating deficit history.

3.5 Methodology. Describe the detailed steps proposed to implement the development of the project. Provide a proposed schedule showing necessary approvals and funding awards.

3.6 Financial Capacity. Demonstrate financial capacity to complete the project and provide guarantees.

- a. Attach three concurrent years of audited or Certified Public Accountant prepared

financial statements from each member of the Consultant's team who will be providing any guarantees in connection with the development and operation of the project. The financial statements must include the most current year for which audited, or CPA prepared financial statements are available. The statements must include an Income Statement as well as a Balance Sheet showing assets, liabilities and net worth of the entity. Additionally, submit one bank reference for the Consultant. **Financial statements and bank references may be in a separate sealed envelope marked "confidential"**.

b. Provide a statement indicating how the Consultant will honor all financial guarantees, should the need arise.

3.7 References Five references must be submitted for the Consultant. References that are relevant to the scope of work as anticipated in this RFP including one from a public sector entity and four from among the following entities are required:

- a. Construction and permanent lenders
- b. LIHTC limited partner investor
- c. General contractor on a comparable development
- d. Community group or public housing resident group that worked with the Consultant on a specific project.

3.8 DBE/WBE/Section 3 Participation Plan. Responses should evidence that AHA's stated participation goals, in terms of DBE, WBE, and Section 3 business enterprise contracting, and Section 3 resident employment and training, will be met. The response must include a discussion of the approach and methods you will utilize to assure significant employment of residents of AHA and other individuals eligible as Section 3 participants. The response must indicate that the Consultant will require all contractors and subcontractors to utilize appropriate apprenticeship programs when available as a means to meet the Section 3 employment goals. Identify the extent to which M/WBE/Section 3 businesses are included in the development team. Describe prior development experience utilizing M/WBE and local businesses in sufficient detail to reveal the team's track record and allow an assessment of the level and quality of effort. A detailed DBE/WBE and Section 3 Plan will be prepared as part of the Master Development Agreement.

3.9 Required Certifications. The following forms, which are included in Appendix 1, must be included in the submission and must be properly executed and/or notarized (where necessary):

- a. Submittal Statement
- b. Conflict of Interest Certification
- c. Profile of Firm
- d. HUD Form 5369-C Certifications and Representations of Offerors

SECTION 4: PROCUREMENT PROCESS

4.1 Proposals Evaluation/Contract Award. Proposals received in response to this solicitation may be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the consultants that will comprise the competitive range, from which final selection for contract award will ultimately be made. Stage II of the evaluation process will be reserved for the competitive range consultants only. Scoring will be based upon how well the submission meets the criteria established in this RFP.

During Stage I of the evaluation process, qualifications will be evaluated and scored

by an Evaluation Committee. Scoring will be based on predetermined Evaluation Criteria contained in the solicitation. The available points associated with each area of consideration are shown. The results of the evaluation will be used to determine those respondents to be included in the competitive range. The competitive range shall include those respondents who are determined through the evaluation process and due diligence review (verification of contractor responsibility) to be the most qualified. These consultants may be requested to supply additional information to assist in completing the due diligence review. Failure to provide the required information within the timeframe established by AHA will result in exclusion from the short list.

If AHA determines a Stage II is necessary, Stage II of the evaluation process will entail presentation/interviews with the respondents on the short list. Respondents not included in the competitive range will not proceed to Stage II of the evaluation process. The purpose of the presentations/interviews is to provide the Evaluation Committee with an opportunity to pose questions emanating from their review of the written responses and obtain clarifications. Stage II evaluation will be conducted upon completion of the presentations/interviews in accordance with the same procedures and criteria outlined above for Stage I evaluation.

The consultants with the highest scores from Stage II of the evaluation process will be selected to proceed to the contract negotiation stage. If a contract cannot be negotiated with the consultants, negotiations will be terminated. AHA will then initiate negotiations with the next set of highest rated consultants in the competitive range. This procedure will continue until a mutually satisfactory number of contracts have been negotiated. The number of contracts shall be no less than three (3).

AHA reserves the right to make no awards or decline to enter into negotiations should it believe that no respondents to this RFP will be capable of delivering the necessary level of services within an acceptable price range and/or time period. AHA further reserves the right to forego Stage II of the evaluation process and enter into negotiations with the highest ranked consultants from Stage I of the evaluation process. If an agreement cannot be negotiated with these consultants, AHA will terminate negotiations. AHA will then initiate negotiations with the next set highest ranked consultants. Contract award may be subject to approval by the AHA's Board of Commissioners and the United States Department of Housing and Urban Development (HUD).

- 4.2 Evaluation Criteria.** Each submission will be evaluated based on its responsiveness to this RFP, and in accordance with the Evaluation Criteria contained in the following table:

Evaluation Factors	Points
<p>Consultant Experience</p> <p>The degree to which the Consultant demonstrates:</p> <p>Successful experience in the master planning and construction of RAD Conversion, CNI, mixed-income development projects of comparable size and complexity, preferably including public housing units.</p> <p>Prior mixed-income development experience in the State of South Carolina, as well as experience working with FEMA and South Carolina Emergency Management Agency.</p> <p>The degree to which the consultant demonstrates successful experience with ownership and property management of mixed-income rental developments of similar size, either directly or through supervision of property management.</p>	<p>30</p>
<p>Staff Experience</p>	<p>20</p>
<p>Degree to which respondent demonstrates that he/she has significant successful experience in their respective disciplines as required for the planning, development, and operation of mixed-income developments of comparable size and complexity.</p>	
<p>Methodology</p> <p>The methodology provided by the respondent indicates their knowledge of steps and timeframes necessary for implementing a mixed-income building.</p>	<p>10</p>
<p>Financial Capacity</p> <p>Ability to obtain, structure, and implement financing for such projects.</p> <p>The financial capacity (as a consultant) as evidenced by financial statements, the Consultant's most recent audit and bank references, and the Consultant's discussion of how it intends to honor all guarantees should the need arise.</p>	<p>20</p>

<p>DBE/WBE/Section 3 Employment and Contracting Plan</p> <p>Extent to which DBE/WBE/Section 3 businesses are included on the Development Team.</p> <p>Level and quality of previous experience utilizing DBE/MBE/WBE/Section 3 businesses.</p> <p>Degree to which the development team demonstrates its commitment to ensuring that</p> <p>DBHA's stated DBE/MBE/WBE/Section 3 goals are met and/or exceeded.</p>	<p>15</p>
<p>References</p> <p>Quality of references provided and responses.</p>	<p>5</p>
<p>TOTAL</p>	<p>100</p>

SECTION 5: INSURANCE REQUIREMENTS

The following insurance shall be furnished by the successful Consultant:

Furnish Certificate of Insurance in duplicate, with The Housing Authority of the City of Aiken Project Name and Number stated on the Certificates and submit prior to the beginning of on-site operations. The coverage and amounts below are minimum requirements and do not establish limits to the Consultant's liability. Other coverage and higher limits may be provided at the Consultant's option and expense.

- 1. **STATUTORY WORKERS' COMPENSATION EMPLOYERS' LIABILITY** (not less than \$100,000.00). Broad Form All States coverage.
- 2. **COMMERCIAL GENERAL LIABILITY**. To be provided on an "occurrence" basis, with coverage to include explosion, collapse and underground hazards (XCU). Blanket Contractual, Products, Independent Contractors, Completed Operations, Personal injury and Employees as additional insured.

BODILY INJURY LIMITS

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate*

PROPERTY DAMAGE LIMITS

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate*

PERSONAL INJURY LIMITS

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate*

(*). Aggregate shall apply to this project only. Aggregate not to include other projects and must be identified as such on the Certificate on Insurance.

- 3. **AUTOMOBILE LIABILITY**, including owned, non-owned, and hired automobiles. Automobiles of subcontractors and material suppliers must meet the same insurance requirements.

BODILY INJURY LIMITS

\$500,000.00 each person

PROPERTY DAMAGE LIMITS

\$250,000.00 each occurrence

- 4. **EXCESS UMBRELLA LIABILITY**, to provide insurance in excess of Employers' Liability, Commercial General Liability, and Automobile Liability policies required hereunder.

\$2,000,000.00 each occurrence and \$2,000,000.00 general policy aggregate.

- 5. The Contractor shall be responsible for and maintain property insurance coverage at his option and expense to cover tools, equipment, etc., owned or rented, the capital value of which is not included in the cost of the work.

6. All policies are to be written by insurance companies licensed to do business in the state in which the work is performed and be acceptable to The Aiken Housing Authority.
7. All Certificates are to contain substantially the following Statement: "The insurance covered by this Certificate shall not be canceled, nor materially altered, except after sixty (60) days prior written notice to the Aiken Housing Authority.
8. Commercial General Liability insurance under a "claims-made" policy is not acceptable. Coverage must be provided on an "occurrence" basis.
9. The AHA, its Board Members, officers, employees, and agents are each to be named as an "Additional Insured" on all liability insurance.

SECTION 6: REQUIRED FORMS AND CERTIFICATIONS

- Form HUD-2992: Certification Regarding Debarment and Suspension
- Form HUD-50071: Certification of Payments to Influence Federal Transaction
- Form HUD-5369-A: Representations, Certifications & Other Statements of Bidders
- Form HUD-5370: General Contract Conditions for Construction Contracts
- Acknowledgement of Addendum
- Non-Conclusive Affidavit
- Form W-9
- Submittal Statement

SECTION 7: CALENDAR OF EVENTS

Listed below are the important actions and dates/times by which the actions must be taken or completed. If AHA finds it necessary to change any of these dates, it will be done by addendum.

July 08, 2024	Issue Date
July 22, 2024	6:00 PM EDT Deadline for technical questions/request for interpretation from proposer(s) regarding RFP to be submitted to AHA
July 25, 2024	5:00 PM EDT AHA final responses to technical questions/request for interpretation submitted to proposer(s)
August 5, 2024	5:00 PM EDT proposal submission deadline
August 19, 2024	Notification of Award

Submittal Statement

This form is required to be fully completed and included with the proposal submission.

1. The undersigned certifies that this proposal is made in good faith, without collusion or connection with any other person or entity proposing on this work.
2. The undersigned Offeror has examined and read (cover to cover) all specifications, general and special conditions, other contract documents, and all addenda thereto; and is acquainted with and fully understands the extent and character of the work covered by this proposal and the specified requirements, for the proposed work.
3. The undersigned Offeror hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all the information provided by the Offeror herein is, to the best of his/her knowledge, true and accurate, and that if AHA discovers any information entered herein to be false, such shall entitle AHA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP, either in hard copy or electronic copy.
4. The undersigned Offeror certifies that no officer or agent of the AHA will directly or indirectly benefit from this proposal.

Name (signed) _____ Date _____

Name (printed) _____ Title _____

Phone Number _____

Email Address _____

Company Name _____