

GAINESVILLE HOUSING AUTHORITY

# Request for Qualifications Co-Developer for Development in Gainesville, Florida

RFQ 2023-01

Closing Date and Time –September 14, 2023 at 3:00 PM EST

Pamela E. Davis

August 16, 2023

GAINESVILLE HOUSING AUTHORITY

*Where Housing Matters*

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## **Advertisement for Request for Qualifications (RFQ)**

The Gainesville Housing Authority (GHA) is requesting proposals from firms or individuals interested in serving as **CO-DEVELOPER** for development in Gainesville, Florida- RFQ 2023-01.

Date and Time for Receiving Proposals: **Friday, September 14, 2023 by 3:00 p.m. EST**

Submit Proposals To:  
Gainesville Housing Authority  
Attn: Ms. Pamela E. Davis  
1900 SE 4<sup>th</sup> Street  
Gainesville, FL 32641

**Specifications and instructions for proposal submission and the criteria that will be used to evaluate submissions are available at: [www.demandstar.com](http://www.demandstar.com)**

By: Mrs. Pamela E. Davis, C.E.O.  
Gainesville Housing Authority, Gainesville Florida

### **BACKGROUND**

The Gainesville Housing Authority (the "Authority") is requesting firms or individuals interested in serving as co-developer to the Authority to submit qualifications for consideration. The Gainesville Housing Authority is a public housing authority created pursuant to Chapter 421 of the Florida Statutes.

The Authority desires to provide additional housing opportunities to low and low to moderate-income residents of Alachua County located in north central Florida. The Authority is a dual program authority with public housing (ACC) capacity and administers the Housing Choice Voucher Program sponsored by the United States Department of Housing and Urban Development (HUD).

The Mission of the Authority is to be an innovative, performance driven, customer focused business; advocating for preserving & developing quality affordable housing and self-sufficiency opportunities. The Gainesville Housing Authority (GHA) will be the leader in developing affordable housing while promoting self-sufficiency and improving the quality of life for members of the community.

The Vision of the Authority is to be the leader in developing affordable housing to ensure that all Gainesville residents have access to high quality housing, providing a foundation for improving their quality of life and achieving self-sufficiency.

**Request for Qualifications Co-Developer for Development in Gainesville, Florida**

The Authority has multiple public housing properties and desires to construct either a new development and consider redevelopment, or rehabilitation of public housing properties through a public/private partnership with a qualified developer.

The Authority has approximately 1,749 Housing Choice Vouchers and an ACC capacity of 574.

The selected co-developer would serve in a full-service capacity, advising the Authority as needed on all financings and programs of work involving acquisition and development of affordable housing assets designed to improve and expand the availability of affordable housing in Alachua County, Florida. An important initial role would be identifying a project or projects where the Authority has a likelihood of a tax credit award or other funding.

The Authority will consider utilizing multiple debt and equity instruments including tax exempt bonds, low income housing tax credits (LIHTC), mortgage financing, limited partnerships, HOME funds, SHIP funds and public/private collaborations as its principal forms of financing the development of existing assets and the creation of additional affordable housing.

The Authority may from time to time use proprietary funds for credit enhancements, development loans or other purposes in order to provide affordable housing in Alachua County. A major role of the elected developer will be to identify adequate development funds from these and other sources.

Currently the Authority is interested in the modernization of Oak Park and Sunshine Park (Amp 2), consisting of 171 units.



**GAINESVILLE HOUSING AUTHORITY**  
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## REQUEST FOR QUALIFICATIONS

The Authority is inviting statements of qualifications from experienced developers to participate in the development activities as described herein. The Authority's development activities may utilize a mixed finance methodology resulting in a viable mixed income residential community containing affordable housing, which may include elderly and family units.

In keeping with the Authority's current development plan, the Authority is considering redevelopment, rehabilitation, preservation activities or new construction on one or more sites. Being that the sites are in close proximity to others, combined projects will be considered.

The Authority's development activities may utilize a mixed-finance methodology resulting in a viable mixed income residential community containing affordable housing, which may include elderly and family units. GHA is considering HUD Rental Assistance Demonstration (RAD) for the developments. GHA expects its chosen development partner to consider all of the options available and present the most financially feasible and beneficial options, for the long-term viability of each phase while benefitting the PHA and its residents.

None of the development objectives stated in this RFQ are to be considered contingent or dependent on RAD.

Under consideration are the properties described in **Exhibit C.**

The Authority may elect to self-develop with the selected co-developer, or co-develop with another party, any site currently owned, or later acquired by the Authority. The Authority reserves the right to choose whether or not to utilize a developer for any of its anticipated projects or to utilize the same co-developer for multiple projects.

The Authority may elect to select multiple developers at its discretion based on specific development experience and funding availability.

The Authority wishes to encourage high quality architectural design for all work which will revitalize the area. The developments will provide amenities commensurate with market rate properties in accordance with state and local ordinances and, any requirements of applicable funding applications which may include a clubhouse, pool, business center, laundry facilities, etc.

The Authority seeks to incorporate Green Building techniques, increase community safety through environmental design, and provide ample green space and parking.

The Authority is requesting qualification statements from interested developers to undertake the development(s).

**A. RESPONSE DUE DATE**

Responses must be submitted by **3:00 p.m. on September 14, 2023** to be eligible for consideration. Respondents should attempt to submit their response materials early to avoid any risk of loss of eligibility brought about by unanticipated delays or other delivery related problems. Facsimile and e-mail responses will not be accepted. Responses received after the deadline for receipt will be deemed unresponsive and will be disqualified.

**B. RECEIPT OF RESPONSES**

An original and four (4) copies of the response to this RFQ shall be submitted in sealed packages and marked "**Qualifications for Co-Developer GHA RFQ 2023-01**".

**Only one set of financials per submission is required and should be in a separate envelope contained within the original submission.**

All material should be submitted in an 8 1/2" x 11" format in 3 ring binders or other professional binding. All submissions must be received at the following address:



**Gainesville Housing Authority**  
**Attention:**  
**Mrs. Pamela Davis, CEO**  
**1900 SE 4<sup>th</sup> Street**  
**Gainesville FL 32641**

The Authority reserves the right to reject any or all responses wherever it is in the best interest of the Authority. The Authority is an Equal Opportunity Employer. Minority and Women-owned business are encouraged to submit a proposal.

**C. MASTER PLAN**

The mission of the Authority is to provide decent, safe and sanitary affordable housing and to enhance the Alachua County community by developing attractive housing in the community.

The Authority's vision for development is to create vibrant, attractive, mixed-income communities, where people of all economic strata, races and cultures will live, learn, work and play in close proximity to employment, retail and cultural opportunities.

The Authority strives to have mixed income properties specifically designated for the area's need.

## D. SCOPE OF SERVICES

The Authority's goal is to have development proceed as expeditiously as possible. Responses that demonstrate an ability to complete developments on the earliest feasible schedule will be favorably received by the Authority. The Respondent shall certify its ability to start work immediately, and should propose a staffing plan that describes the existing time commitments of the staff proposed to be assigned to the project and whether any of the staff will be locally based.

This RFQ is intended to procure a co-developer for development. Respondents are encouraged to present to the Authority a complete team, including the trades required for the success of the development.

The selected Respondent will develop a comprehensive master plan and budget to be submitted to the Authority for review and approval.

### THE CO-DEVELOPER'S ROLE

The selected co-developer will develop mixed-income communities that improve and revitalize the surrounding neighborhoods.

The following will be the responsibility of the selected co-developer, subject to Authority approval:

- Identify and Apply for project funding as needed.
- Work with an architect on undertaking and conducting environmental and geotechnical testing and an analysis of the condition of existing utilities at the site.
- Work with an architect on a plan including street layout and common area facilities based on the master plan.
- Design and construction of all infrastructure and site improvements.
- Provide genuine training and employment opportunities to Section 3 individuals.
- Ensure significant participation by D/M/WBE and Section 3 firms throughout the development by insuring that the D/M/WBE and Section 3 requirements set forth in Exhibit A of this RFQ are satisfied as well as ensuring, to the greatest extent possible, that a minimum of 3% of goods and services are procured through local vendors.
- Develop a construction strategy and a development implementation schedule.
- Work with the Authority to create detailed development and operating budgets. Note: The selected co-developer will be required to expand and to update the budgets throughout the development process.

## Request for Qualifications Co-Developer for Development in Gainesville, Florida

- Provide regular monthly reports to the Authority on the progress of the development efforts, including work already completed and associated costs, schedules and budgetary requirements.
- Work with the Authority and its legal team to create an ownership structure for the development which may include an affiliate or instrumentality of the Authority as a co-general partner, or a co-managing member.
- Obtain financing, through the use of LIHTC, HOME Funds, Community Development Block Grant Funds, State Housing Initiatives Partnership ("SHIP") program funds, State Apartment Incentive Loan ("SAIL") program funds, Federal Home Loan Bank, and other public or private funding sources, to develop the property.
- Provide all guarantees required by LIHTC investor and any lender.
- Be responsible for any adjustment to the equity provided by the LIHTC investor arising out of an adjustment in basis or timing or delivery of units.
- Guarantee to the Authority the lien fee completion of construction of the Development in compliance with the Development Schedule and the Development Budget. The Co-developer, and not GHA or any GHA affiliate or instrumentality, shall be responsible to the LIHTC investor for all construction cost overruns, timely completion of the construction, or the recapture of any LIHTCs.
- Oversee the design, construction and quality control of the development.
- Conduct any required market studies or environmental assessments.
- Provide architectural and engineering designs.
- Complete all due diligence tasks through third party vendors. • Construct new units; provide warranties for minimum of one year.
- Develop property marketing, management, and maintenance plans.
- Provide third party tax credit compliance as needed through asset management and compliance consulting services
- Procure the construction contractor.
- Select subcontractors.
- Develop a construction strategy and a development implementation schedule
- Provide all required operating and financing guarantees to the Authority and other



lending institutions.

- Obtain all required building permits and zoning approvals.
- Work with the Authority and its marketing consultant, as applicable, to undertake all marketing and lease up efforts.
- Attend meetings with residents, local government and other community stakeholders.

Respondent should indicate their requirements with regard to advance funding, compensation and similar issues. The Authority is interested in a financial structure that allows it to participate in a stream of income from the development which may include but is not limited to, a portion of the developer fee, a share of the property management fee, incentive management fee, 50% of the cash flow prior to stabilization and 100% after stabilization, construction cost savings and deferred developer fee to be shared according to the developer fee split negotiated by the parties, and possible capital lease payments.

Responses must include a demonstration of Respondents' financial stability and ability to provide adequate assurances for completion of the development and guaranty required by investors, lenders, and equity providers.

Additionally, each Respondent must have, or within its team provide, the following:

- a. Experience in the development or revitalization of neighborhoods;
- b. Experience in the development, construction, and operation of a successful affordable housing development;
- c. Experience or tangible knowledge of HUD mixed finance development
- d. Experience in Green Building;
- e. Experience in the development of housing for the elderly;
- f. Experience in site preparation and infrastructure development;
- g. Expertise in regulatory compliance issues;
- h. Expertise in Section 3, DBE, MBE, and WBE, compliance; and,
- i. Expertise with local government authorities which regulate the permits and utilities necessary for the revitalization.

**E. INSTRUCTIONS AND NOTICE TO RESPONDENTS:  
1. SUBMISSION AND CONTENT OF RESPONSES**

**Inquiries:** The intent of this RFQ is to establish the general scope of services needed and to provide prospective Respondents with sufficient information to enable them to provide an acceptable response to this RFQ. Every effort has been made to outline requirements and to provide information in a format that is clear and concise. Nevertheless, questions may arise, or additional information may be needed. Questions and inquiries regarding this RFQ must reference this RFQ and be submitted in writing, (email or facsimile is permissible) to:

**Gainesville Housing Authority**  
Attention:  
Ms. Pamela E. Davis, CEO  
Email: PamelaD@gnvha.org  
Facsimile: 352-872-5516

**SITE VISIT:** A site visit will be scheduled for August 31, 2023 at 11:00am a.m. EST at the Oak Park site. **Site address is 100 NE 8<sup>th</sup> Avenue, Gainesville, FL 32641 in the Community Room.** This site visit is not mandatory but interested parties wishing to visit the sites are encouraged to attend.

Any information pertaining to the site visit will be made available to all interested parties prior to the time of the site visit via email. All questions, resulting from the site visit, must be presented in writing to the Authority by the date specified below.

**Please notify the Authority of your intent to attend by 4:00 p.m. August 28, 2023** by emailing Mikki Daniels at [Procurement@gnvha.org](mailto:Procurement@gnvha.org) with CC to [PamelaD@gnvha.org](mailto:PamelaD@gnvha.org).

All inquiries must be in writing, reference this RFQ and be received no later than 3:00 p.m. EST, on **September 4, 2023.**

Answers will be provided as a written addendum to this RFQ, issued by fax and/ or e-mailed to all firms who have requested the RFQ no later than 6:00 p.m. on **September 6, 2023.**

**2. SUBMISSION REQUIREMENTS**

Responses that do not include all required information will be deemed unresponsive and may be disqualified.

Submissions must comply with the requirements of Sections A and B of this RFQ. The completed and signed off checklist attached to this RFQ is a mandatory submission requirement.

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No proposal shall be withdrawn for a minimum period of ninety (90) days following the proposal deadline without the consent of the Authority. Disadvantaged, minority and women-owned businesses are encouraged to respond to this solicitation.

Respondents must address their plan to meet the specific requirements of the scope of services as set forth in Section D of this RFQ by including, at a minimum, the following:

- A. Letter of Interest:** Respondents' submittals shall be accompanied by a Letter of Interest on the Respondents' letterhead. This letter should include the Respondents' statement of understanding for the scope of work outlined in this RFQ, the commitment to perform the work expeditiously, a brief statement indicating why the Respondent believes itself to be the best qualified to perform the engagement, and a statement that the response is firm and irrevocable for ninety (90) days.

**Respondent's Qualifications:** The Respondent shall submit the following information regarding its qualifications:

- 1. Organizational Structure and Staffing:** Provide a detailed description of the organizational structure and staffing of the Respondent. List the members of the Respondent's team; indicate their areas of specialization and specific contribution to the team. Provide a brief description of previous collaboration among the members of the Respondent's team. Additionally, for each discipline represented on the Respondent's team, indicate if familiarity with state or local rules, practices or conditions is important to the effective accomplishment of the development and, if so, indicate the extent of and basis for the team's familiarity.
- 2. Profile of Principals and Key Staff:** Provide profiles of the principals and key staff to be involved in the development effort. This information should specify their roles, their existing time commitments, their previous development experience, and whether the staff will be locally based. Identify the individual who will serve as the project manager and who will direct and coordinate the project to completion. Applicants are encouraged to provide an organizational chart for their team.
- 3. Termination:** Indicate whether the Respondent or any Respondent team member has been terminated from a contract, and if so, describe the circumstances and outcome.
- 4. Litigation:** Indicate whether the Respondent or any Respondent team member has ever sued or been sued by a public agency, and if so, describe the circumstances and outcome.
- 5. Eligibility to Bid and Contract:** Any Respondent, who has been

## Request for Qualifications Co-Developer for Development in Gainesville, Florida

disbarred from bidding on projects by any federal, state, or local government agency, must fully disclose to the Authority the details of such disbarment. Further, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Respondent shall complete and submit the "Certification of Proposer Regarding Debarment, Suspension, and Other Responsibility Matters" attached to this RFQ.

- 6. Previous Housing Development Experience:** Provide information on residential rental development projects in which the Respondent has participated. Focus on the ten most recently completed developments, particularly Florida affordable partnerships with public housing authorities for which the Respondent was procured. Information should list the project name, location, project size, project completion date or current status, funding sources and amounts, ownership type, public programs utilized, income levels served (very low, moderate, market rate, or mixed), type of development (high, mid or low-rise, walk-ups, townhouses, etc.), extent of community and/or resident participation, and total development cost.

In addition, complete the attached Exhibit B for four projects most comparable to this RFQ.

Finally, include the name of a contact at each housing authority that you have prior experience with and their phone number and e-mail address.

- 7. Financing Experience:** Describe new and innovative financing techniques for raising capital that the Respondent has employed. Describe Respondent's approach to managing the financial risk associated with affordable housing development.

Demonstrate that the Respondent possesses an understanding of state and local requirements and procedures that will enable necessary equity to be raised and the effort to be efficiently completed.

Describe the financing strategy of the Respondent and the proposed methods that will be utilized to identify and obtain



the maximum financial funding needed to complete the development effort while minimizing the amount of Authority funds required to successfully complete the project. Describe what funds the Respondent will commit, what other private and public funds will likely be necessary, and from what sources and when these funds will likely be available.

Respondent shall provide their approach to the division of work and responsibility between them and the Authority, as well as their requirements with regard to advance funding, compensation and similar issues. The Authority is interested in a financial structure that allows it to participate in the financial benefits of the development.

**8. Green Building Experience:** Provide information on all green building development projects in which the Respondent has participated. An important goal of the Authority is to develop an environmentally responsible development on the site(s) that can serve as a model for residential construction in Alachua County and the State of Florida. It is the intent of the Authority 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 Authority will require that such strategies be fully explored in the development of the site(s).

**9. Capacity:** Respondent shall certify that the Respondent and all team members are available to start immediately. The Respondent should describe any existing time commitments of the proposed team members or their proposed staff which would impair the Respondent ability to proceed expeditiously.

**10. Financial Statement:** Provide current financial statements of the Respondent prepared by a Certified Public Accountant.

**11. Insurance Requirements:** The Respondent for this project must have the following minimum insurance coverage or include a plan to acquire such coverage prior to execution of a contract. Please note that any additional premiums required for this coverage will be at the expense of the Respondent in submitting an RFQ proposal to the Authority.

- Professional Liability Insurance in the amount of \$2,000,000 per occurrence for the Respondent and any other professionals used by the Respondent, with respect to negligent acts, errors or omissions in connection with professional services to be provided in connection with the

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development project. The Authority must be added as an "additional insured".

- Workers' Compensation Insurance and Employer's Liability Insurance in the maximum statutory liability amount, naming the Authority and its affiliate nonprofit as additional insured.
- General Liability Insurance. General Liability Insurance with a combined limit of not less than Five Million Dollars (\$5,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of the Authority and the selected co-developer including, without limitation, coverage for contractual liability and broad form property damage.
- Comprehensive Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the work to be performed, the selected co-developer shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit, for bodily injury and property damage.
- Blanket Crime Insurance. The Blanket Crime Insurance shall cover all persons handling funds under this Agreement, including, without limitation, the selected co-developer's employees, agents and subcontractors, and cover against loss by dishonesty, robbery, burglary, theft, destruction, disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall cover losses for the maximum funds collected, received and on promises, or all at any given time.
- Professional Liability Insurance. Professional Liability Insurance that covers acts, errors, or omissions limited to the greater of one-third (1/3) the value of the professional services contract, or Two Million Dollars (\$2,000,000.00), unless the Authority reasonably agrees to a lower amount. This policy shall not be applicable to the selected co-developer.
- Property Insurance. If the selected co-developer maintains an office on the Authority's property, the selected co-developer shall purchase and maintain insurance for the selected co-developer's property utilized at the work site to full insurable value thereof. Insurance shall include all risk insurance for physical loss or damage including without duplication, theft,

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vandalism, and malicious mischief. Insurance shall include coverage of owned and rented equipment and temporary facilities. If insurance is written with stipulated amounts deductible under the terms of the policy, the selected co-developer shall be responsible for covering the cost of all deductibles.

- Builder's Risk During Construction and Property Insurance for Replacement Cost Upon Completion. At any time before the selected co-developer has issued a notice to proceed under any construction contract related to any portion of the development, Broad Form Builder's Risk insurance shall cover the structures to be constructed pursuant to such contract as well as the associated materials, supplies, machinery and equipment that belong to or shall be a part of such structure for the duration of any outstanding construction contract between the parties. It shall be in a form submitted to and approved by the Authority insuring all work in place and all materials used for such work, and payable on a completed value basis regardless of whether partial payment has been made by the Authority. Insurance funds paid shall be deposited in an escrow account and all repairs shall be paid out from that account.
- All Risk. "All Risk" insurance against loss or damage by fire, flood and such other risks and matters, including without limitation, business interruption, rental loss, public liability, and boiler damage and liability. The amount of such insurance will not be less than 100% of the full replacement value of the development, including the cost of debris removal, without deduction for depreciation.
- ACC Requirements. The insurance coverages set forth in Part B; Attachment VII of the ACC, if the Authority determines that exposure exists. All such insurance shall provide that the Authority be given thirty (30) days' prior written notice of any renewal, termination, cancellation, or other change to such policies.

**12. References:** Provide the name, mailing address, and telephone number of two community partner references, two housing authority references (if the Respondent has housing authority experience), two tax credit investor references, and one Housing Finance Agency reference. References must verify Respondent's representations. The Authority reserves the right to check other references as well.

**13. Certifications:** Provide the following signed Certifications m

## Request for Qualifications Co-Developer for Development in Gainesville, Florida

substantially the forms attached to this RFQ:

- (i) Certification of Respondent Regarding Debarment, Suspension and Other Responsibility Matters,
- (ii) Non-Collusive Affidavit
- (iii) Certification Regarding Lobbying,
- (iv) Conflicts Certification, and
- (v) Certification of Priority, and
- (vi) Respondent Profile Form
- (vii) Certifications and Representations of Respondents Non-Construction Contract HUD-5369-C

**14. Proposed Development Methods and Strategy:** Provide a narrative description of the Respondent's methods and strategy for the development of this project. Illustrate this approach with descriptions of at least four such developments, including one well established development and one recently completed development.

**15. Utilization of Disadvantaged (DBE), Minority (MBE) and Women (WBE) Business Enterprises:** Describe Respondent's approach and process to promote DBE, MBE, WBE, and Section 3 business participation in the development effort. Respondent must show proof of a good faith effort to obtain a 30% minority participation of new hires in the development. The Respondent must comply with the requirements set forth on Exhibit A. The requirements set forth on Exhibit A must be addressed with the Respondent's responses to this RFQ.

**16. Understanding Local Requirements:** Demonstrate that the Respondent possesses an understanding of local (County and City) requirements and procedures that will enable the effort to be efficiently completed.

**17. Fee Structure:** Propose a developer fee share structure as well as a fee structure for predevelopment and development activities and the source of payment of such fees and sharing of costs.

**18. Utilization of local Vendors:** To the greatest extent possible, the Respondent agrees to purchase a minimum of 3% of goods and



services from local vendors.

### 3. EVALUATION FACTORS

A committee will evaluate the proposals received under this solicitation in accordance with the minimum information requirements and the Proposal Preparation and Submission Outline below. The evaluation process will be based on a weighted point system with the evaluation factor or sub-factor's relative weight listed immediately following each factor/sub-factor. The Authority urges all interested Respondents to carefully review the requirements of this RFQ.

All submissions will be evaluated by an Evaluation Committee. Submissions containing the requested information will serve as the initial basis for selection of finalists. Each submitted response has a possible score of one hundred (100) points as set forth in Section E.3.a.

A short list of finalists will be established based upon the submitted responses. Interviews may or may not be conducted with the finalists. These interviews of the finalists may be used to identify the top-rated Respondents utilizing the same point system as described in Section E.3.a. The finalists may be required to present their qualifications to the Authority Board of Commissioners.

All proposals will be ranked in accordance with this point system and contract negotiations will be initiated with the highest ranked Respondent(s). If negotiations between the Authority and the highest ranked Respondent(s) fail to produce a mutual agreement, the Authority will terminate those negotiations and proceed with contract negotiations with the next highest ranked Respondent. At the Authority's own discretion, the Authority may continue that process until a mutual agreement is reached between the Authority and a Respondent.

The Authority reserves the right to reject any and/or all proposals.

The Authority further reserves the right to negotiate with the Respondent(s) selected and to accept the proposal which is in the best interest of the Authority. In the event an agreement cannot be reached with the selected Respondent, the Authority reserves the right to initiate negotiations with only one selected Developer.

In the event that after selection of a co-developer a Master Development Agreement cannot be reached, The Authority reserves the right to negotiate with the next highest rated bidder.

### Proposal Preparation and Submission Outline

Firms shall submit proposals in accordance with the following outline to receive the maximum points (100) under this solicitation. Items which are not addressed within the proposal will be given a score of zero (0).

1.1 Evidence of the Respondent's ability to perform the work as indicated by profiles of the principles and staff and team members and explanation of their professional, technical competence and relevant experience with projects of similar size and scope. Please identify which team members will be assigned to this project.

**(30 points)**

1.2 Qualification of key personnel, location of staff, and resumes, including the firm's capacity as it relates to size and available resources to complete the development.

**(20 points)**

1.3 Firm's approach and ability to meet the Authority's deadlines.

**(10 points)**

1.4 Explanation of cost to the Authority, including pre-development cost, if any, together with a demonstration of the Respondent's financial stability and ability to provide adequate assurances for completion of the development as well as anticipated fee structure.

**(15 points)**

1.5 References

**(10 points)**

1.6 Provide evidence of demonstrated knowledge and familiarity of applicable governmental regulations and codes as required by the U.S. Department of Housing and Urban Development, State of Florida, County of Alachua, City of Gainesville and any other agencies having authority.

**(10 points)**

1.7 Status of Respondent as a DBE, MBE, WBE, Section 3 Business concern or Statement of Respondent's Section 3 Plan.

**(5 points)**

**Firms that will be relying on subcontractors to increase their point scores for specific expertise must provide a Profile of Firm form for each subcontractor. It is expected that these subcontractors will be a part of the team for the duration of the contract. This form is not applicable to the overall development team participants which include Property Management Companies, General Contractors, Attorneys, Architects or Engineering Firms unless that participant has explicit expertise that the respondent is wanting to acknowledge and receive consideration for.**

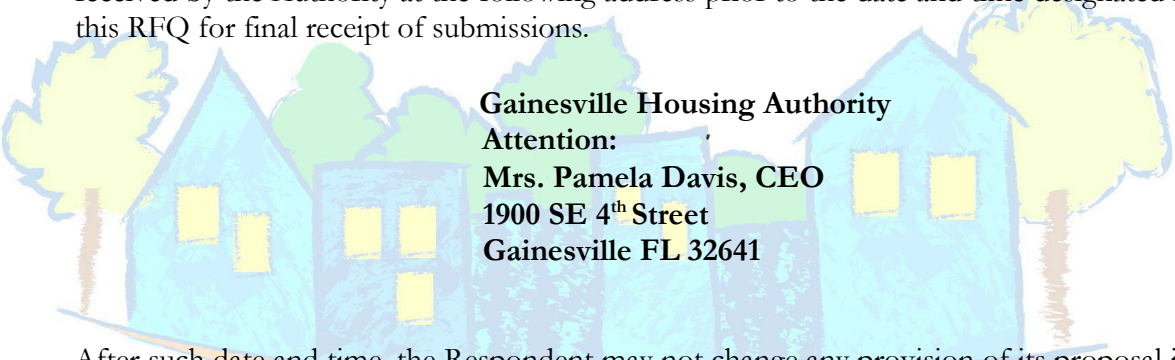
#### 4. ACKNOWLEDGEMENT OF AMENDMENTS

The Respondent shall acknowledge in its response to this Request for Qualifications, receipt of any amendment(s). The Respondent's failure to acknowledge an amendment may result in rejection of the response.

#### 5. COMPLETE AND ACCURATE SUBMISSION

A Respondent's failure to provide accurate information in response to this Request for Qualifications may disqualify the Respondent from further participation in the selection process.

Qualifications may be corrected, modified, or withdrawn, provided that the correction, modification, or request for withdrawal is made by the Respondent, in writing, and is received by the Authority at the following address prior to the date and time designated in this RFQ for final receipt of submissions.



**Gainesville Housing Authority**  
**Attention:**  
**Mrs. Pamela Davis, CEO**  
**1900 SE 4<sup>th</sup> Street**  
**Gainesville FL 32641**

After such date and time, the Respondent may not change any provision of its proposal in a manner prejudicial to the interest of the Authority and/or fair competition. Respondents are solely responsible for ensuring timely delivery by courier services.

The Authority will not accept any responses to this solicitation, after the final deadline, due to Respondent's misunderstanding of courier service hours and delivery times.

#### 6. RETENTION

All submissions are the property of the Authority and shall be retained by the Authority. Responses will not be returned.

#### 7. CANCELLATION/WAIVER

The Authority reserves the right to cancel this RFQ or to reject, in whole or in part, any and all submissions received in response to this RFQ upon its determination that such cancellation or rejection is in the best interest of the Authority. The Authority further reserves the right to waive any minor informality in any submissions received, if it is in the public interest to do so.

The decision as to who shall receive a contract award, or whether or not an award shall be

made as a result of this RFQ, shall be at the absolute sole discretion of the Authority. In addition, multiple awards may be made.

## 8. KEYPERSONNEL

The key personnel specified by the successful Respondent will be considered essential to the work to be performed by the successful Respondent. Prior to diverting any of the key personnel for any reason(s), the contractor shall notify the Authority in writing, at least thirty (30) calendar days in advance, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The firm shall not change key personnel or hours to be devoted, before or after contract award, without written permission from the Authority.

## 9. PART OF CONTRACT

The contents of the documents submitted by the successful Respondent may become part of any contract award at the sole discretion of the Authority.

## 10. NO COMPENSATION FOR RESPONSE

Respondent will not be compensated for work or costs related to preparation and submission of this proposal. Respondents selected for further interviews and negotiations will be responsible for all expenses incurred during these processes.

## 11. INITIAL REVIEW

All responses will be initially reviewed to determine compliance with the response format requirements specified within this RFQ. Responses that are not complete and accurate; and, do not comply with these requirements may be disqualified from the solicitation without further review.

## 12. AMENDMENT/ADDENDA

The Authority will attempt to provide copies of applicable amendment or addenda to all potential Respondents to whom this RFQ has been provided. However, it will be the responsibility of each Respondent to make inquiry as to the existence and content of amendment or addenda, as the same shall become part of this RFQ and all Respondents will be bound thereby, whether or not the amendment or addenda are actually received by the Respondent.

## 13. AUTHORITY'S OPTIONS

The Authority reserves the right to cancel this RFQ, or to reject, in whole or in part, any and all submissions received in response to this RFQ, upon its determination that such cancellation or rejection is in the best interest of the Authority. The Authority further reserves the right to waive any minor informality, or the failure of any Respondent to



comply therewith, if it is in the public interest to do so. The Authority will pay no compensation to any Respondent for any costs related to preparation or submittal of the qualifications.

The Authority will reject the qualifications of any Respondent who is suspended and/or debarred by HUD from providing services to public housing authorities, and reserves the right to reject the proposal of any Respondent who has previously failed to perform any contract properly for the Authority.

The determination of the criteria and process whereby submissions are evaluated and the decision as to whom shall receive a contract award shall be at the sole and absolute discretion of the Authority.

By submitting a response to this RFQ, the Respondent acknowledges and agrees to the following conditions:

A. All submissions in response to this RFQ become the property of the Authority. As such, all submissions are public records, subject to public review.

B. The Authority will make no determination as to the adequacy or accuracy of any system, process, procedure or representation made by any Respondent. As such, pre-qualification does not infer approval of any such systems, processes, procedures or representations.

C. No Respondent shall initiate contact with any member of the Board of Commissioners of the Authority regarding this RFQ until after completion of the selection process and execution of a contract. If any Respondent has any reason, not related to this RFQ, to contact any of the above parties, they will be required to disclose to that party that they are a respondent in this solicitation. Failure to adhere to these requirements may result in disqualification from the solicitation.

D. Respondent shall not have employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure the execution of a contract with the Authority. Respondent certifies that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Respondent, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of or the making of a contract from this solicitation.

## EXHIBIT A

### Use of Disadvantaged Business Enterprises (DBEs), Minority Business Enterprises (MBEs), and Women's Business Enterprises (WBEs)

#### A. . REQUIRED EFFORTS

1. Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, the Authority shall make efforts to ensure that small and minority-owned businesses, women's business enterprises, disadvantaged business enterprises, labor surplus area businesses, and individuals or firms located in or owned in substantial part by persons residing in the area of an Authority project are used when possible. Such efforts shall include, but shall not be limited to:
  - a. Including such firms, when qualified, on solicitation mailing lists;
  - b. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
  - d. Establishing delivery schedules, where possible, which encourage participation by such firms;
  - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
  - f. Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment generated from the expenditure of Section 3 covered funds to Section 3 residents in the order of priority prescribed in 24 CFR 135.34(a), and to award Section 3 covered subcontracts to Section 3 business concerns in the order of priority set forth in 24 CFR135.36 (a), requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed herein.
2. Goals may be established periodically by the Authority for participation by

small businesses, minority-owned businesses, women's business enterprises, disadvantaged business enterprises, labor surplus area businesses, and business concerns which are located in, or owned in substantial part by persons residing in the area of an Authority project, in the Authority's prime contracts and subcontracting opportunities.

## B. DEFINITIONS

1. A small business concern is defined as a business which is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121.
2. A minority-owned business is defined as a business which is at least 51% owned by one (1) or more minority group members; or, in the case of a publicly-owned business, one (1) in which at least 51% of its voting stock is owned by one (1) or more minority group members, and whose management and daily business operations are controlled by one (1) or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.
3. A women's business enterprise is defined as a business that's at least 51% owned by a woman or women who are U.S. citizens and who also control or operate the business.
4. A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR 654, Subpart A, and in lists of labor surplus areas published by the Employment and Training Administration.
5. A Section 3 Business concern is defined as one (a) that is 51% or more owned by Section 3 Residents; or (b) whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or within three (3) years of the date of first employment with the business concern were Section 3 Residents; or (c) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (a) or (b)

in this definition of "Section 3 business concern."

6. A Disadvantaged Business Enterprise is a small business concern that is certified as being (a) at least 51 percent owned by one (1) or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one (1) or more of the socially and economically disadvantaged individuals who own it. "Socially and Economically Disadvantaged individuals" means those individuals who are citizens or lawfully admitted permanent residents of the United States and who are minorities or individuals found by the Small Business Administration pursuant to Section 8(a) of the Small Business Act to be disadvantaged.

### C. SECTION 3 REQUIREMENTS

1. Section 3 Purpose - Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires the Authority to ensure that employment and other economic and business opportunities generated by HUD financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons.
2. Section 3 Contracting Policy and Procedure - All contractors/businesses seeking Section 3 preference must complete certifications, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions required by this section. Such certifications shall be adequately supported with appropriate documentation as referenced in the form.
3. Resident Hiring Requirements - All contractors will seek low or very low-income persons residing in the Gainesville MSA for 30% of new hires. All contractors undertaking Section 3 covered projects and activities are expected to meet the Section 3 requirements. To demonstrate compliance with the "greatest extent feasible" requirement of Section 3, contractors must make every reasonable effort to meet the goal for providing training and employment opportunities to Section 3 residents. Contractors must select Section 3 residents based on the following priorities pursuant to 24 CFR Part 135.34:

1st Priority: Residents of the development where the work is to be performed;



**Request for Qualifications Co-Developer for Development in Gainesville, Florida**

2nd Priority: Residents of public housing developments managed by GHA;

3rd Priority: Participants in HUD Youth Build Programs;

4th Priority: Other persons from the Gainesville MSA who meet the definition of a section 3 resident contained in 24 CFR 135.5.

4. Contracting - To the greatest extent feasible, award at least 10% of the total amount of all Section 3 contracts for building trades work for maintenance, repair, modernization or development of public housing to Section 3 business concerns. And, award at least 3% of the total dollar amount of all other Section 3 covered contracts to Section 3 business concerns.



**GAINESVILLE HOUSING AUTHORITY**  
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**EXHIBIT B**

For each project described in Section 2.b .6 . place an "X" in the box if the Respondent performed the function or utilized the described financing. For Section 3/DBE/MBE/WBE, insert the appropriate numbers.

	Project 1	Project 2	Project 3	Project 4
<b>NAME:</b>				
<b>Real Estate</b>				
Development Feasibility Studies				
Sale of Real Estate				
Real Estate Redevelopment				
Zoning Approval				
Subdivision Approval				
Site Preparation Work				
Environmental Work				
Dedicated Infrastructure				
Other (specify)				
<b>Financing Employed</b>				
Financial Feasibility Studies				
LIHTC				
HOPE VI				
CDBG (also HOME, RHF, etc.)				
FHA Multi-Family				
Fannie Mae DUS				
Federal Home Loan Bank				
Other Insurance Programs				
County Financing Programs				
Bank Financing				
Bond Financing				
Bond Underwriting				
Tax Credit Syndicator				
Personal Guarantees				
Corporate Guarantees				
<b>Construction Services</b>				
Construction Contractor				
Construction Manager				
Infrastructure Construction				
Design Services				

	Project 1	Project 2	Project 3	Project 4
<b>Property Management</b>				
Marketing Plans				
Property Manager				
Site Maintenance				
Site Security				
<b>Section 3/MBE/WBE</b>				
Dollars Paid as % of Total Development Cost				
# of Persons Employed				
<b>Miscellaneous</b>				
Mixed Finance Proposal				
Supportive Services				

1. Describe new and innovative financing techniques for raising capital that the Respondent has employed.
2. Describe the approach to managing the financial risk associated with each project.
3. Describe how each project was kept on budget and on schedule.
4. Describe any impediments that occurred and how they were handled.
5. Provide a statement of how you will honor all financial guarantees, should the need arise. The statement should include more than a reference to the financial statements.
6. Describe prior Public Housing Authority projects; inclusive of the financing structure and the developer fee structure for each.

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**EXHIBIT C**

**Gainesville Housing Authority Property List**

AMP	# Units	Address	Description	Date	Acreage	Bedrooms	0	1	2	3	4	5
2	101	Oak Park 100 NE 8 <sup>th</sup> Avenue	Primarily Elderly & Disabled clientele mid- rise	1970	1.5		60	40	1			
2	70	Sunshine Park 1901 NW 2 <sup>nd</sup> Street	Elderly row houses	1971	4.7			70				



**GAINESVILLE HOUSING AUTHORITY**  
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**CERTIFICATION OF RESPONDENT REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

I hereby certify on behalf of \_\_\_\_\_

(insert name of Respondent) and its key principals that we:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a Federal, State or Local department or agency; and
2. Have not, within a three (3) year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this bid, had one or more public transactions (Federal, State or Local) terminated for cause of default.

**GAINESVILLE HOUSING AUTHORITY**

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\_\_\_\_\_  
Signature of Key Principal of Respondent

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes and states:

That he/she is \_\_\_\_\_  
(a partner or officer of the firm, etc.)

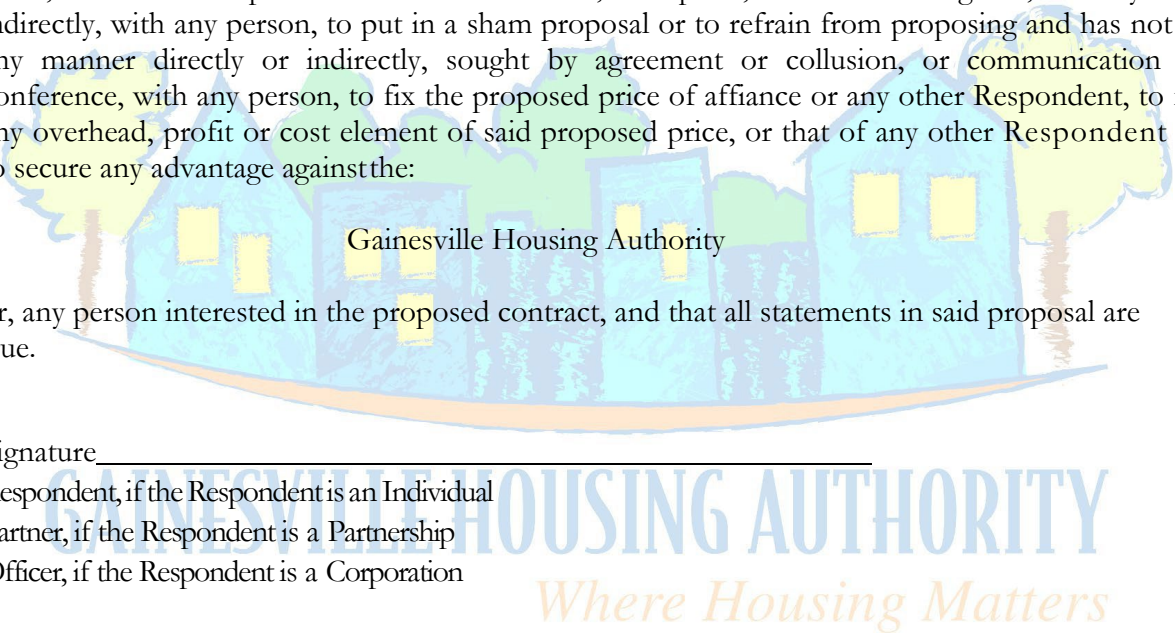
The party making the foregoing proposal, that such proposal is genuine and not collusive or sham, that said Respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any person, to put in a sham proposal or to refrain from proposing and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposed price of affiance or any other Respondent, to fix any overhead, profit or cost element of said proposed price, or that of any other Respondent or to secure any advantage against the:

Gainesville Housing Authority

or, any person interested in the proposed contract, and that all statements in said proposal are true.

Signature \_\_\_\_\_

Respondent, if the Respondent is an Individual  
Partner, if the Respondent is a Partnership  
Officer, if the Respondent is a Corporation



**CERTIFICATION REGARDING LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf of  
\_\_\_\_\_ (name of Respondent) and its key  
principals that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, or any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclosure accordingly.

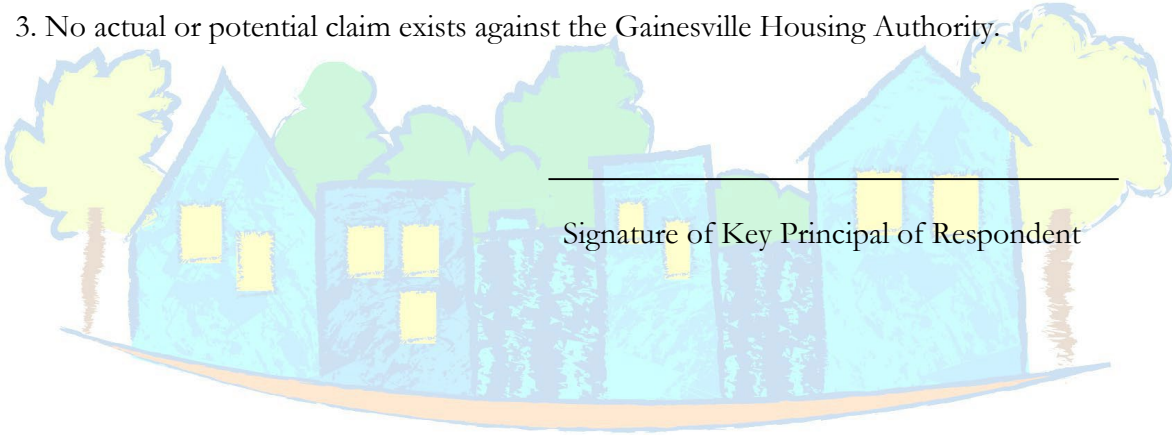
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails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

\_\_\_\_\_  
Signature of Key Principal of Respondent

**CONFLICTS CERTIFICATION**

I, \_\_\_\_\_, hereby certify on behalf of  
\_\_\_\_\_ (name of Respondent) and its key principals  
that:

1. No actual or apparent conflict of interest exists with regard to the Gainesville Housing Authority; and
2. No actual or apparent conflict exists with regard to Respondent's or its key principal's possible performance as Co-Developer under this Request for Qualifications; and
3. No actual or potential claim exists against the Gainesville Housing Authority.



Signature of Key Principal of Respondent

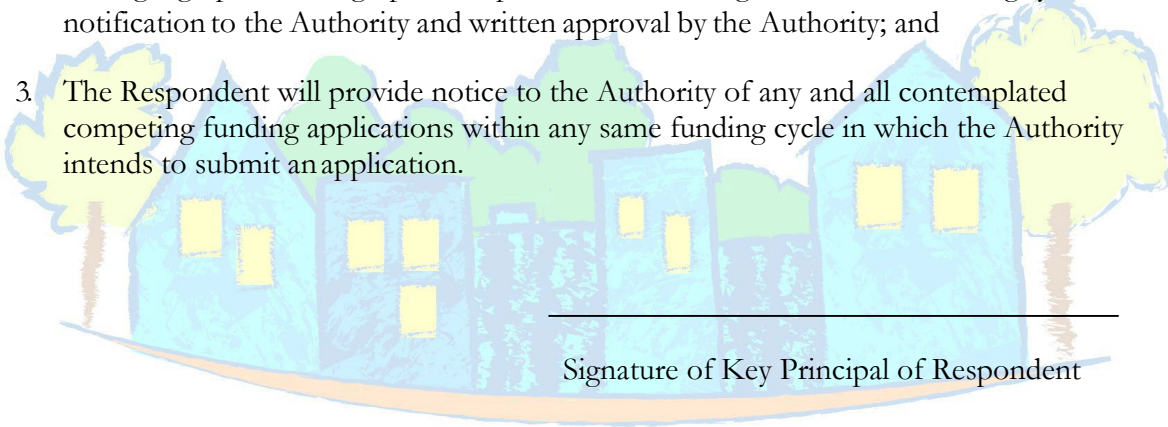
**GAINESVILLE HOUSING AUTHORITY**  
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## RESPONDENT APPLICATION PRIORITY CERTIFICATION

I, \_\_\_\_\_, hereby certify on behalf of  
\_\_\_\_\_  
\_\_\_\_\_ (name of Respondent) and its key principals  
that:

1. The Respondent will make every effort to give this project priority over any other projects it will be submitting funding applications for in the same county or scoring category; and
2. The Respondent will make every effort not to submit competing applications within the same geographic, demographic or special set-aside categories within a funding cycle, without notification to the Authority and written approval by the Authority; and
3. The Respondent will provide notice to the Authority of any and all contemplated competing funding applications within any same funding cycle in which the Authority intends to submit an application.



Signature of Key Principal of Respondent

**GAINESVILLE HOUSING AUTHORITY**  
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**RESPONDENT PROFILE FORM**

Firm Name:

---

Business Address:

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City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Names and Titles of Two Contact Persons:

1. \_\_\_\_\_  
( ) \_\_\_\_\_  
Name and Title

Phone:

2. \_\_\_\_\_  
( ) \_\_\_\_\_  
Name and Title

Phone:

Submittal is for: \_\_\_\_\_ Parent Company  
\_\_\_\_\_ Subsidiary

\_\_\_\_\_ Division  
\_\_\_\_\_ Branch Office

Type of Firm: \_\_\_\_\_ Corporation  
\_\_\_\_\_ Sole Ownership

\_\_\_\_\_ Partnership  
\_\_\_\_\_ Joint Venture

Name & Address of Parent Company, if applicable:

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---

Former Firm Name (s), if applicable:

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Please indicate if your firm is a recognized Minority Business Enterprise.

\_\_\_\_\_ Yes          \_\_\_\_\_ No

If yes, please indicate the appropriate category:

\_\_\_\_\_ American Indian          \_\_\_\_\_ Female-Owned          \_\_\_\_\_ Spanish Surname  
\_\_\_\_\_ African-American          \_\_\_\_\_ Asian-American          \_\_\_\_\_ Other



**RESPONDENT PROFILE FORM**

**Page 2**

Federal Employer Identification Number: \_\_\_\_\_

Year Firm Established: \_\_\_\_\_

**AUTHORIZATION**

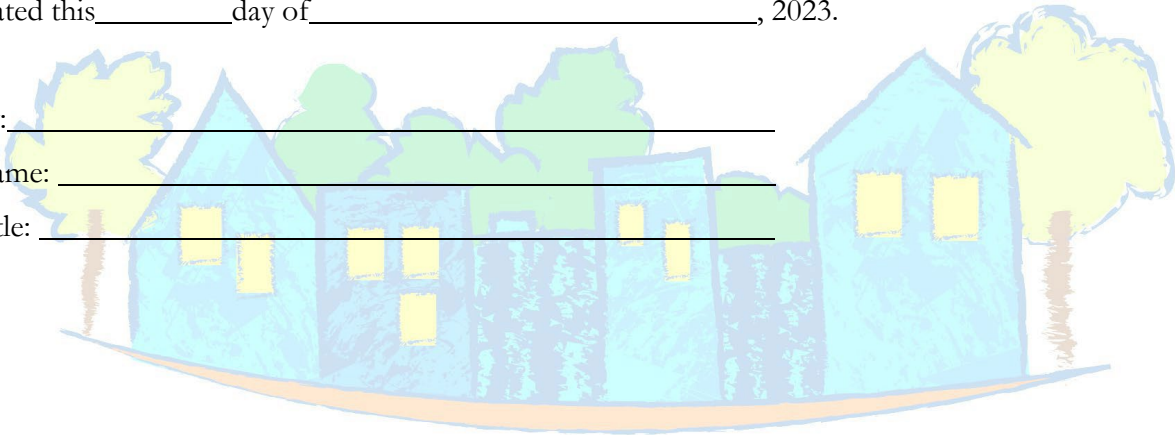
I hereby verify that the questions listed in the Respondent Profile Form and all statements therein contained are true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_

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

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



**GAINESVILLE HOUSING AUTHORITY**

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**REFERENCES**

Provide the name, mailing address, and telephone number of two community partner references, two housing authority references, two tax credit investor references, and one housing finance agency reference. References must verify Respondent's representations.

<b>Community Partner</b>	
Address	
Phone	
Fax	
<b>Community Partner</b>	
Address	
Phone	
Fax	
<b>Housing Authority</b>	
Address	
Phone	
Fax	
<b>Housing Authority</b>	
Address	
Phone	
Fax	
<b>Tax Credit Investor</b>	
Address	
Phone	
Fax	
<b>Tax Credit Investor</b>	
Address	
Phone	
Fax	
<b>Housing Finance Authority</b>	
Address	
Phone	
Fax	



**ACKNOWLEDGEMENT OF RECEIPT  
OF  
AMENDMENT OF SOLICITATION or ADDENDA TO SOLICITATION  
FOR DEVELOPMENT IN GAINESVILLE FLORIDA**

1. **AMENDMENT NUMBER(S) and dates issued:** \_\_\_\_\_

2. **ADDENDA NUMBER(S) and dates issued:** \_\_\_\_\_

3. **ISSUED BY:** The Gainesville Housing Authority (the "Authority")

4. **BRIEF DESCRIPTION OF AMENDMENT(S):**  
(Attach copy(s) of Amendment(s) as issued by the Authority)

5. **BRIEF DESCRIPTION OF ADDENDA(S):**  
(Attach copy(s) of Amendment(s) as issued by the Authority)

THE ABOVE SOLICITATION IS AMENDED OR CLARIFIED AS SET FORTH IN THE ATTACHED AMENDMENT(S) OR ADDENDA(S) AS ISSUED BY THE AUTHORITY. RESPONDENTS MUST ACKNOWLEDGE RECEIPT OF THIS/THESE AMENDMENT(S) OR ADDENDA(S) PRIOR TO THE HOUR AND DATE SPECIFIED FOR RECEIPT OF PROPOSALS, BY SIGNING THIS FORM BELOW.

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE SOLICITATION REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

ACKNOWLEDGEMENT OF RECEIPT:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### CO-DEVELOPER RFQ 2023-01 CHECKLIST

NOTE: The completed and signed off checklist is a mandatory submission requirement.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Y/N	Mandatory Submission/Inclusion Requirements	Comments
	Original & 4 Copies Submitted	RFQ shall be submitted in sealed packages and marked "Qualifications for Co-Developer PHA."
	Deadline Met	Deadline Time: September 14, 2023, 3PM
	Letter of Interest Submitted	As outlined in Section 2.a of the RFQ
	Organizational Structure & Staffing	As outlined in Section 2.b.1 of the RFQ
	Profile of Principals & Key Staff	As outlined in Section 2.b.2 of the RFQ
	Contract Termination Explanation	As outlined in Section 2.b.3 of the RFQ
	Litigation Explanation	As outlined in Section 2.b.4 of the RFQ
	Eligibility to Bid & Contract	As outlined in Section 2.b.5 of the RFQ
	Previous Housing Development Experience	As outlined in Section 2.b.6 of the RFQ
	Financing Experience	As outlined in Section 2.b.7 of the RFQ
	Green Building Experience	As outlined in Section 2.b.8 of the RFQ
	Capacity	As outlined in Section 2.b.9 of the RFQ
	Financial Statement	As outlined in Section 2.b.10 of the RFQ
	Insurance	As outlined in Section 2.b.11 of the RFQ
	References	As outlined in Section 2.b.12 of the RFQ
	Certifications	As outlined in Section 2.b.13 of the RFQ
	Proposed Development Methods & Strategy	As outlined in Section 2.c of the RFQ
	Utilization of DBE/MBE & WBE Business Enterprises	As outlined in Section 2.d of the RFQ
	Understanding Local Requirements	As outlined in Section 2.e of the RFQ
	Fee Structure	As outlined in Section 2.f of the RFQ
Y/N	<b>SUBMISSION OUTLINE</b>	<b>To receive the maximum points; proposals shall be submitted in accordance with the outline In Section 3.a of the RFQ.</b>
	Evidence of the Respondent's Ability to Perform the Work	Maximum points - 30
	Qualification of Key Personnel, Location & Capacity	Maximum points - 20
	Ability to Meet Deadlines	Maximum points - 10
	Cost to the Authority/Fee Structure	Maximum points - 15
	References	Maximum points - 10
	Demonstrated Knowledge of Governmental Regulations	Maximum points - 10
	Ability of Respondent to Meet Section 3 Requirements	Maximum points - 5

**CO-DEVELOPER RFQ 2023-01 CHECKLIST**

Page 2

Y/N	<b>MANDATORY REQUIREMENT ATTACHMENTS</b>	<b>Submissions MUST Include ALL of the required documentation as requested per the RFQ. Failure to do so may result in disqualification from the solicitation without further review.</b>
	Exhibit A - Certification of Respondent Regarding Section 3 Requirements	
	Exhibit B	For each project described in Section 2.b.6 per the RFQ.
	Certification of Respondent Regarding Debarment, Suspension & Other Responsible Matters	
	Non-Collusive Affidavit	
	Certification Regarding Lobbying	
	Conflicts Certification	
	Respondent Application Priority Certification	
	Respondent Profile Form	
	Legally Required Statement and Provisions Regarding Access to Records	
	References	Two (2) community partner references, two (2) housing authority references, two (2) tax credit investor references, and one (1) housing finance agency reference.
	Acknowledgement of Receipt of Amendment / Addenda of Solicitations	Applicable if the Authority issues an Amendment or Addenda prior to the RFQ deadline date.
	HUD Form 5369-C Certifications and Representations of Respondents	
	Co-Developer RFQ 2023-01 Checklist	Must be signed and dated by Key Principal of Respondent
	Insurance Documentation	As outlined in Section 2.b.11. of the RFQ

**Key Principal of Respondent**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluation Committee Comments:



**GAINESVILLE HOUSING AUTHORITY**  
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# Certifications and Representations of Offerors

## Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

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Signature & Date:

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Typed or Printed Name:

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Title:

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ARTICLE .....

Legally Required Statement and Provisions Regarding Access to Records

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this Agreement. The inclusion of this statement and provisions below shall not be construed to imply that the VENDOR has been delegated any governmental decision-making authority, governmental responsibility, or governmental function or that the VENDOR is acting on behalf of the PHA as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the VENDOR. As stated below, the VENDOR may contact the PHA'S Custodian of Public Records with questions regarding the application of the Public Records Law; however, the VENDOR is advised to seek independent legal counsel as to its legal obligations. The PHA cannot provide the VENDOR advice regarding its legal rights or obligations.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

- i) Mikki Daniels
- ii) 352-872-5500 ext. 7116
- iii) [MikkiD@gnvha.org](mailto:MikkiD@gnvha.org)
- iv) Gainesville Housing Authority  
1900 SE 4<sup>th</sup> Street  
Gainesville, FL 32641

If, under this Agreement, the VENDOR is providing services and is acting on behalf of the PHA as provided under Florida Statutes Section 119.011(2), the VENDOR shall comply with public records laws, and specifically shall comply with the following:

- i) Keep and maintain public records required by the PHA to perform the services.
- ii) Upon request from the PHA'S custodian of public records, provide the PHA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the VENDOR does not transfer the records to the PHA.
- iv) Upon completion of the Agreement, transfer at no cost to the PHA, all public records in possession of the VENDOR or keep and maintain public records required by the PHA to perform the service. If the VENDOR transfers all public records to the PHA upon completion of the Agreement, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Agreement, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the PHA, upon request from the PHA'S custodian of public records, in a format that is compatible with the information technology systems of the PHA.

Failure of the VENDOR to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the PHA.