

PUNTA GORDA HOUSING AUTHORITY

REQUEST FOR PROPOSALS

CONTRACT FOR CONSULTING SERVICES FOR GULF BREEZE APTS

INTRODUCTION

The Punta Gorda Housing Authority (PGHA or the Authority) acting for itself, its instrumentalities and/or its affiliates, invites interested parties to submit proposals to provide services in the area of Low Income Housing Tax Credit (LIHTC) Year 15 exit planning for Gulf Breeze Apartments (the Project). The requested services include planning for the withdrawal of the Managing General Partner and exit of the investor entities which would result in PGHA, or an affiliate entity, becoming the sole owner of the Project. PGHA intends these specifications to set forth and convey to prospective bidders the general type, character, and quality of the consultant services desired.

The firm/individuals selected (Contractor) will be expected to render the above consulting services. PGHA wishes to enter into an Indefinite Quantity Contract (IQC) and will establish a maximum amount the contract cannot exceed. PGHA will issue task orders to the Contractor as the need for services arises. The Contractor may be paid on an hourly basis, plus expenses, or on a flat fee per task basis, or a combination of the two, as determined to be in the best interests of the Authority.

The term of the contract shall be for three years with the Authority retaining the option to extend for up to two (2) one-year periods.

PGHA may not necessarily proceed with an award based on the initial submittal received, and reserves the right to discuss contents of such submittal to obtain additional information and to negotiate changes in the submittal. PGHA may award all, some, or none of the submittals received.

The point of contact for information is Kurt Pentelecuc, Executive Director, (941) 639-4344, kurt@puntagordaha.org.

Sealed submittals in triplicate will be received at the PGHA Administrative Office, 340 Gulf Breeze Avenue, Punta Gorda, Florida 33950, until 3:00 PM (prevailing Punta Gorda, Florida time), on **January 31, 2024**. Submittals must be plainly marked "Request for Qualifications – Contract for Gulf Breeze Apartments Consultant Services."

PGHA reserves the right to reject any, or all submittals, or to waive any informalities in the submittals. No submissions received after the deadline will be considered. A firm submitting a late submittal shall be so notified. All material submitted in the submittal becomes the property of PGHA and will not be returned.

One (1) original and two (2) copies of the submittal should be submitted to: Punta Gorda Housing Authority, 340 Gulf Breeze Avenue, Punta Gorda, Florida 33950.

ORGANIZATIONAL AND OPERATIONAL INFORMATION

Purpose:

The following information regarding PGHA is provided to aid firms/individuals submitting submittals in understanding the PGHA's organizational structure and redevelopment progress to date.

Organization Structure:

1. As a public corporation, PGHA provides subsidized public housing within the city in accordance with federal legislation. The Mayor appoints, and the City Council of the City of Punta Gorda, Florida, confirms and approves, the seven members of PGHA's governing board; the governing board, in turn, elects a Chairperson and Vice Chairperson. The board members also appoint an Executive Director to administer the affairs of PGHA.
2. The governing board authorizes subsidy contracts with the United States Department of Housing and Urban Development (HUD) pursuant to HUD's regulations and statutory authorizations. One subsidy contract causes PGHA to construct, own, and operate public housing assistance payments for eligible individuals and families.
3. PGHA presently owns and operates federal subsidized housing communities in Punta Gorda, including mixed finance and public housing developments. PGHA is also responsible for the operation of the Section 8/Housing Choice Voucher Program.

Overview and Ownership:

Gulf Breeze Apartments is a 171-unit LIHTC development (the Development) comprised of 85 Public Housing LIHTC units, 84 non-assisted LIHTC units and 2 market units. The Development contains 49 dwelling buildings, 1 Clubhouse and 1 Maintenance Garage which were completed and occupied over a 6-month period (June through November 2008). The tax credit certificate is dated March 18, 2010. The Development is owned by a LIHTC partnership, Gulf Breeze Apartments Partners, Ltd, which consists of the following parties by role and ownership percentage:

Norstar Gulf Breeze, Inc.	MGP	.0051%
Gulf Breeze Apartments Partners, LLC	PGHA GP	.0049%
Apollo Housing Capital LLC	Limited Partner	99.89%
Apollo Housing Manager II, Inc.	Special LP	.001%

The Partnership Agreement includes provisions related to PGHA assuming MGP status, along with a purchase option and a right of first refusal. It is PGHA's goal

to become the sole owner of Gulf Breeze Apartments through the exit of the investor partners and developer affiliated MGP.

Existing Financing Structure:

Gulf Breeze Apartments was initially financed using a bond and 4% LIHTC structure and other sources. The bond issuer is Punta Gorda Housing Authority. The bonds were issued in two series with the Series A bonds being retired at conversion. The post conversion financing consists of the following sources (loan balances as of 10/31/23):

Financing Source	Lender	Original Amount	Current Balance	Maturity Date; Rate
Series B Bonds	PGHA	\$ 2,700,000	\$2,290,000	01/01/45; 6.125%
FHFC RRLP	Florida Housing	\$ 2,300,000	\$2,300,000	\$1M: 10/31/42; 1.3% \$1.3M: 10/31/57, ext. to 10/31/57; 0%
FHLB AHP	FHLB	\$500,000	\$500,000	02/01/44; 1.4%
PGHA Loan*	PGHA	\$11,921,423	\$8,643,581.26	10/30/42; 1.4%

*Combines PGHA and County SHIP funds

Requested Scope of work:

Determine the feasibility of PGHA’s acquiring sole ownership of Development. Address tasks outlined below and identify/engage in necessary related activities.

- Review pertinent closing documents (i.e. partnership agreement, loan agreements and notes, tax returns, annual audits, physical needs assessments and other related documents) to verify the above ownership and financing terms and obligations, and the physical condition of property. Identify any inconsistencies between source documents and audits.
- Conduct financial analyses and document recommendations for exit options, and propose alternative strategies for exit with and without rehabilitation. Consider balances of reserve amounts, and the extent to which they can be used as an exit resource.
- Reach out to current partners, lenders and other stakeholders to verify exit provisions/ procedures, potential for assuming existing loans and related costs to acquire their respective interests.
- Coordinate any necessary due diligence or other requests from members/partners.

- Develop a timeline of associated tasks and identify specialized services (if any) needed to accomplish the goal.
- Coordinate with counsel and PGHA staff on finalizing exit.

The scope of services described above is intended to give a broad idea of the extent of assistance PGHA may need. PGHA reserves the right to expand, reduce or eliminate the services after contract award. Changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between PGHA and the Contractor, shall be incorporated in written amendments to the contract. Contractors are cautioned against making promises, commitments, or representations they would be unable or unwilling to incorporate into the contract.

Ownership:

All deliveries and/or other products of the contract (including, but not limited to, all purchases, solicitation packages, reports, records, summaries, software documentation, and other matter and materials prepared or developed by the Contractor in performance of the contract) shall be the sole, absolute, and exclusive property of PGHA, free from any claim or retention of rights thereto on the part of the Contractor, its agents, subcontractors, officers or employees.

Acceptance:

The Contractor shall act as lead advisor to the executive management of PGHA, providing the benefit of Contractor's proven expertise in maximizing development opportunities based upon its previous success in delivering significant economic returns for public housing agencies. Furthermore, PGHA is facing several time sensitive development decisions. The Contractor should be prepared to assume its role immediately upon contract execution.

Determination of acceptability of Contractor's work will be made by PGHA. Work shall be completed in a responsible professional manner in accordance with the specification, schedules, or performance/operating standards incorporated in the contract.

Team Resources:

It is expected that the Contractor will make available additional resources and/or personnel as needed to accomplish the intent of this RFQ. The Contractor will be responsible for providing the names of each lead person responsible for said services.

The proposal shall describe the experience of the Respondent and the key staff assigned to this project as it relates to:

1. Working with housing authorities of a similar size.
2. Familiarity with HUD Mixed-finance transactions and associated regulations and deal structures.
3. LIHTC Year 15 exit strategies which resulted in the -successful and cost-effective exit of partners and investors
4. Understanding of HUD's role and needed approvals relating to related changes in partnership composition.

QUALIFICATIONS –ELIGIBILITY TO SUBMIT SUBMITTALS

Respondents must submit evidence of appropriate credentials, experience, and expertise in the area of services requested, including references and certification that Respondent has not been disbarred by HUD. Submittals must be signed by an authorized representative of the Respondent and the name of the individual authorized to negotiate services and costs with PGHA.

SUBMITTAL REQUIREMENTS AND FORMAT

An original submittal designated as the “original” and signed in blue ink and two (2) copies must be submitted and include the following components:

1. Transmittal letter indicating Respondent's interest to respond.
2. Details of the Respondent's company's organization.
3. Details of the Respondent's company's qualifications including public housing authority experience, with examples of work performed.
4. Proposed and available staffing, including resumes of each individual to be utilized. Respondent must provide PGHA information pertaining to the selection, training, and certification of its staff.
5. Any and all costs which might be incurred by PGHA should the submittal be accepted, including, without limitation, a fee schedule setting forth the hourly rate for principals and staff; travel costs; per diem fees; and other miscellaneous costs factors.
6. Proof of insurance and any required licensing.
7. A certified statement that neither the Respondent nor any members of the respondent have been debarred by HUD.
8. A certified statement that the Respondent does not subscribe to any personnel policy which permits or allows for the promotion, demotion, dismissal or laying off of any individual due to such individual's race, creed, color, national origin, age, sex or handicapped status.

9. References where the Respondent has provided the services described in the RFQ. Include the name, address, telephone number, and email address.

EVALUATION CRITERIA

The application and interpretation of these criteria are solely within the discretion of PGHA. Submittals will be evaluated based on the following factors:

- A. Qualifications and Experience of Firm (*Maximum Points 35*)
- B. Qualifications and Capacity of the Team. (*Maximum Points 35*)
- C. MBE/WBE/Sec. 3/Local Participation. (*Maximum Points 10*)
- D. Ability to Provide Services in a Timely Manner. (*Maximum 10 Points*)
- E. Reasonableness of Cost. (*Maximum Points 10*)

Total (*Maximum Points 100*)

AWARD OF CONTRACT

It is the intent of PGHA to enter into a contract with a qualified firm at a fair and reasonable price considering budget limitations, evaluation score, and the services outlined in the Scope of Work. PGHA reserves the right to award an unspecified number of agreements resulting from this RFQ.

Notwithstanding any other provision of the Request for Qualifications, PGHA expressly reserves the right to:

1. Waive any material defect, informality, or
2. Reject any or all submittals or portions thereof, or
3. Reissue a Request for Qualifications, or
4. Cancel the solicitation.

EXCEPTIONS

No exceptions to the terms, conditions or specifications of this RFQ are allowed, and shall not be included in any submittal.

SUBMITTAL OPENING

Sealed submittals in triplicate will be received at PGHA Administrative Office, 340 Gulf Breeze Avenue, Punta Gorda, Florida 33950, until 3:00 PM (prevailing Punta Gorda, Florida time), on January 31, 2024. After review and contract award, all offers and evaluation documents shall be open for public inspection. Submittals transmitted by facsimile or electronic mail will not be accepted.

CONFLICT OF INTEREST

PGHA reserves the right at any time to preclude offering a work assignment to the Contractor should a real or potential conflict of interest exist as determined by PGHA.

INDEMNIFICATION

The Contractor shall agree to indemnify and hold PGHA, its officers, commissioners, agents, and/or employees harmless from and against any and all liabilities, losses, damages, costs, and expenses, including court costs and attorneys' fees, by reason of any claim and/or liability as a result of:

1. The consulting services of the Contractor or those acting under the Contractor on assignments referred by PGHA; or
2. The Contractor's failure to perform any of its obligations under the contract; or
3. The failure of the Contractor, or those acting under the Contractor, to conform to the statutes, ordinances or regulations of any governmental authority.

INSURANCE

The Contractor will carry and maintain throughout the period of the contract, at its sole cost, professional liability insurance to cover all classifications of work herein contemplated, with minimum limits of coverage of \$1,000,000.00 per person and per incident. Certificates of insurance coverage shall be furnished to PGHA immediately upon the effective date of the contract. Such insurance shall be adequate to protect both the Contractor and PGHA from all liability on account of injury or damage done to the persons or property of any and all persons during or in consequence of the performance of contracted services. The maintenance of such insurance will not in any manner affect the Contractor's obligation to indemnify PGHA as provided above. All insurance certificates must have a thirty (30) days' written notice of cancellation provision and list PGHA as an "Additional Insured".

PROCUREMENT FROM OTHER SOURCES

PGHA reserves the right to procure any services covered by this RFQ and the contract from other sources when PGHA determines it is in its best interests.