

**Request for Quotes and Qualifications: Eagle Meadow Homes (EMH)
Tax Credit Syndication Legal Counsel**

Community Housing Partners (legal name Aurora Housing Corporation), a 501.c.3 non-profit, is requesting quotes and qualifications for legal firms to structure and negotiate the financing deal for the Eagle Meadow Homes Tax Credit Syndication of federal 4% LIHTCs and Colorado State Tax Credits.

Submit questions and quotes to the email address below no later than June 30, 2022 prior to 5:00 pm MST.

signy@ch-partners.org – Signy Mikita, Executive Director

Schedule of Events (subject to change)

All times are local Colorado (MST) time

Request for Quotes Distributed: Thursday, June 16, 2022
Inquiry Deadline: Tuesday, June 21, 2022 at 5:00 pm
Inquiry Response:.....Thursday, June 23, 2022 at 5:00 pm
Quote Due Date and Time:..... Thursday, June 30, 2022 at 5:00 pm

SECTION I. SCOPE AND REQUIREMENTS

A. Objective

Community Housing Partners intends to award services to a qualified legal firm to provide legal counsel to support the syndication of 4% low income housing tax credits (LIHTC) and State Tax Credits for Eagle Meadow Homes, located at 14875 E. 2nd Avenue, Aurora, CO, 80011.

B. Background

Community Housing Partners (CHP) was created in 1985, under its legal name Aurora Housing Corporation by the Aurora Housing Authority (AHA). In 2013, we became a stand-alone non-profit agency with service-enriched housing at our two developments totaling 90 units in Aurora: Townhomes at Tollgate Creek and Plaza Townhomes at Macon and Moline.

CHP is planning the development of our 4.8-acre site on E. 2nd Avenue near Sable and the Aurora City Center for 162 units over two phases. CHP was awarded 4% LIHTC and State Tax Credits by CHFA in November 2021 to construct the first phase of 93 units with a mix of 1, 2, and 3-bedrooms. Construction is anticipated to start in February 2023 with completion by April 2024. The AMIs will be 30-60%, and we’re reserving eleven units at 30% AMI for formerly homeless families with light supportive services.

C. Scope of Services

Legal Counsel shall provide services including, but not limited to:

1. Creation and preparation of partnership (LLC, LLLP) documents and all filings with Secretary of State

and IRS.

2. Review of title work and survey.
3. Review of affordable housing covenants.
4. Review of loan and amended partnership documents.
5. Preparation of a purchase and sale agreement for the property between E. 2nd Avenue Partners, LLC (under Aurora Housing Corporation), as seller and current owner, and the new partnership.
6. Review of closing documents.
7. Providing legal opinions as may be required in connection with financing matters.
8. Negotiation of terms and conditions and assistance with problem resolution with investor, general partner, limited partner(s) and lender.
9. Participation in conference calls (10-20 anticipated through due diligence period).
10. Participation in closings.
11. Review of cost certification and preparation of requisite opinions.
12. Preparation of Attorney opinion required for Final Allocation application.
13. Review of Land Use Restriction Agreement (LURA) and any other post-closing items.
14. Advising CHP generally regarding legal issues, relevant to the substantive area of the law, in connection with financing transactions, projects, and activities.
15. Provide a prompt response to inquiries by the Board or CHP. Establish reasonable completion dates for assignments and be accountable for adherence to such dates.

D. Period of Award

The effective date of providing the required services shall be from date of Notice of Award (NOA) execution through post-construction completion of the equity installments and final LIHTC application, estimated to be December 2024.

E. Minimum Mandatory Qualifications and Requirements

1. Your firm and the attorneys working on the deal must have five years of experience negotiating LIHTC deals, working with lenders and investors and drafting real estate documents.
2. The goal for financial closing of the LIHTC partnership and all other funding sources is February 1, 2023. The selected firm must make all possible efforts to meet this goal.

F. Evaluation

Quotes and qualifications will be evaluated on, but not necessarily limited to, the following considerations:

1. Capability and qualifications – 30%
2. Schedule availability/flexibility of company (“bandwidth”), and understanding of requirements/ completeness of response – 30%
3. Value/cost of service – 40%

G. Payment and Invoicing

CHP will pay invoices net 30 days upon receipt of an acceptable invoice.

SECTION II. RESPONSE REQUIREMENTS

- Resumes of firm and all attorneys who will be working on the project.
- Hourly rates for different attorney level
- Estimated percent of time for each attorney level
- References

SECTION III. ADMINISTRATIVE INFORMATION

A. Disclosures

Community Housing Partners (CHP) conducts business in accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). CHP shall not discriminate against or in favor of any proposer on the basis of race, religion, sex or sexual preference, age, national origin, disability or political affiliation. CHP reserves the right to terminate the selection proceedings at its option at any time during the process.

The Notice of Award (NOA) generated by this RFQ may be cancelled by CHP for noncompliance with specifications, inability to perform the requirements of CHP, continued safety hazards, or convenience such as reduced funding and/ or exhaustion of available funds. The cancellation notification shall state the cause or reason for the cancellation. Such cancellation would be at no charge to CHP other than for work authorized and completed at the time of termination.

B. Modification or Withdrawal of Quotes

Quotes may be modified or withdrawn prior to the established due date and time.

C. Acceptance of Quote Content

The acceptance of a quote will be a written Notice of Award signed by the duly authorized representative of the CHP.

D. RFQ Response/Material Ownership

All material submitted regarding this RFQ becomes the property of CHP, unless otherwise noted in the RFQ.

E. Examination of Quotes

CHP will not consider a quote in its entirety, nor total quote price, to be confidential/proprietary.

F. Acceptance of Quote Content

The contents of the quote (including persons specified to implement the project) of the awarded prospective law firm shall become obligations set into the NOA. Failure of the awarded prospective law firm to perform in accordance with these obligations may result in cancellation of the award and CHP may remove such prospective law firm from future solicitations.

G. Rejection of Quotes

CHP reserves the right to reject any quote, in whole or in part; to adjust the quantity of Work to be done as mandated by budgetary requirements; and to waive informalities or irregularities in the quotes received; when it is in CHP's best interest to do so. CHP reserves the right to accept the quote which, in the opinion of CHP, will best suit CHP's purpose.

H. Award

CHP will award the services to the law firm whose quote, possibly subject to negotiation, is considered to be the most advantageous to CHP. CHP will be the sole judge in determining how the evaluation process will be conducted and what law firm will be considered for award as deemed to be in the best interest of CHP.

I. Quote Cancellation

CHP reserves the right to cancel this RFQ at any time, without penalty.

J. Protested Solicitations and Awards

Any actual or prospective law firm who is aggrieved in connection with either the solicitation or award of services may protest in writing to the CHP Board. The protest shall be submitted within three calendar days after such aggrieved person knows, or reasonably should have known, of the facts giving rise thereto.

With regard to requirements or specifications set forth in this RFQ, it is important for prospective law firms to note that a challenge should be made within three calendar days of when the item being protested is known.

K. Incurring Costs

CHP is not liable for any cost incurred prior to issuance of an official Notice of Award.

L. Insurance

The awarded prospective law firm will be required to, at its own cost, secure and continuously maintain through the term of the Award standard minimum insurance coverages, with forms and insurers acceptable to CHP.

M. Standard of Conduct

The awarded law firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. CHP may request that the awarded law firm immediately remove from this assignment any employee found unfit to perform duties.

N. Laws to be Obeyed

Prospective law firms shall familiarize themselves with the provisions of the laws of the State of Colorado and the Federal Government, and with all local laws and all regulations made which are pertinent to the proposed work and shall comply with the same.

O. Equal Opportunity

The Law firm will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin, or other reason prohibited by applicable federal, state or local law, ordinance or regulation. The Law firm shall abide by all federal laws in effect during the Award period which govern Equal Opportunity Employment.

P. Non-Discrimination

The law firm shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.