



“Call for NC Housing Tax Credit Developers”

Request for Proposal RFP# 24-25-36

Date of Issuance: February 28, 2025

Proposal Due Date: Thursday, March 20, 2025 @ 9:00 am (EST)

**Contact Person: Renee Skeen
Title: Program Manager
Phone Number: 252-329-4487
Email: rskeen@greenvillenc.gov**

“LATE PROPOSALS WILL NOT BE ACCEPTED”

**Issuing Department
Neighborhood and Business Services
Community Development Division
201 West Fifth Street
Greenville, NC 27858**

Date: February 28, 2025

Subject: Call for NC Housing Tax Credit Developers

Contact: Renee Skeen, Program Manager

The City of Greenville Neighborhood and Business Services Department is now accepting proposals for Call for NC Housing Tax Credit Developers. The requirements for submitting a Proposal are stated in the attached Request for Proposal (the "RFP").

Sealed proposals endorsed Call for NC Housing Tax Credit Developers to be furnished to the City of Greenville (the "City") will be received by the Neighborhood and Business Services Department, Municipal Building, at 201 West Fifth Street, Greenville, NC 27834 until March 20, 2025 at 9:00 am. Proposals may also be submitted electronically until March 20, 2025 at 9:00 am. The City reserves the right to reject any or all proposals.

This RFP outlines a description of the services sought and the required documents interested firms submit must in a sealed envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals
Attention: Renee Skeen, Program Manager
[Name of Company Submitting Proposal]
Call for NC Housing Tax Credit Developers
RFP# 24-25-36

Proposals submitted after this deadline or to any location other than that listed above will not be considered.

Written questions concerning this RFP may be submitted in writing to Renee Skeen, Program Manager by email only at rskeen@greenvillenc.gov by **Thursday, March 13 at 5:00 pm**. Please insert **RFP#24-25-36** in the subject line. An addendum will be posted by **Monday, March 17 at 5:00 pm**.

SECTION ONE: GENERAL INSTRUCTIONS

1. READ, REVIEW, AND COMPLY: It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.

2. LATE PROPOSALS: Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.

3. ACCEPTANCE AND REJECTION: The City reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.

4. WITHDRAWAL OF PROPOSAL: No proposal may be changed or withdrawn after the time of the proposal due date. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Financial Services Manager.

5. CONFLICT OF INTEREST: Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.

6. EQUAL EMPLOYMENT OPPORTUNITY: The City of Greenville, NC is an equal opportunity employer and strictly prohibits discrimination against any employee or applicant for employment because of the individual's race, color, religion, age, gender, disability, national origin, genetic information, sexual orientation, gender identity/reassignment or expression, military or veteran status, marital status, or any characteristic protected by applicable law.

7. TITLE VI NONDISCRIMINATION NOTIFICATION: The City of Greenville, North Carolina in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

8. New vendors must register online at the City of Greenville Vendor Self Service portal:
<https://selfservice.greenvillenc.gov/vss>.

The General Contractor is responsible for ensuring all subcontractors working on the project are registered as vendors with the City of Greenville and have active registrations prior to contract award.

The General Contractor must provide total amounts paid to MWBE subcontractors with each payment application/invoice.

9. MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PROGRAM: It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (MWBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 10% Minority Business Enterprise (MBE) and 6% Women Business Enterprise (WBE) goal for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible. Questions regarding the City's MWBE Program should be directed to Wanda House, Financial Services Manager at (252) 329-4862.

10. LOCAL PREFERENCE: The City of Greenville has adopted a Local Preference Policy, Resolution No. 056- 13, and a Professional and other Services Policy, Resolution No. 057-13 that may pertain to this project. For more information, please see the City of Greenville's webpage at www.greenvillenc.gov/government/financial-services/purchasing.

11. REHABILITATION ACT AND ADA: Federal law prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

12. TAXES: Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.

13. CITY RIGHTS AND OPTIONS: The City, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this RFP at any time.
- To cancel this RFP with or without the substitution of another RFP.
- To take any action affecting this RFP, this RFP process, or the Services subject to this RFP that would be in the best interests of the City.
- To issue additional requests for information or clarification from Offeror's or to allow corrections of errors or omissions.
- To require one or more Service Providers to supplement, clarify or provide additional information in order for the City to evaluate the Responses submitted.
- To negotiate a contract with a Service Provider based on the information provided in response to this RFP.

14. PUBLIC RECORDS: Any material submitted in response to this RFP will become a "public record." Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the

right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

15. ACCURACY OF RFP AND RELATED DOCUMENTS: Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification is necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in RFP Section Three.

16. EXPENSE OF SUBMITTAL PREPARATION: The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

17. PROPOSAL BINDING: This proposal is binding from May 1, 2025 - December 31, 2025.

SECTION TWO: GENERAL TERMS AND CONDITIONS

1. NON-DISCRIMINATION: The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.

2. NON-COLLUSION: Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

3. PAYMENT TERMS: The City agrees to pay all approved invoices net thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds.

4. GOVERNING LAW: Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina.

5. SERVICES PERFORMED: All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless the City of Greenville, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.

6. INDEPENDENT CONTRACTOR: It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City of Greenville, and as such, Seller, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.

7. VERBAL AGREEMENT: The City will not be bound by any verbal agreements.

8. INSURANCE REQUIREMENTS: Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished with your bid packet and prior to the commencement of Services if the expiration date

has passed.

9. E-VERIFY COMPLIANCE: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

10. IRAN DIVESTMENT ACT: By submitting a proposal, the Vendor certifies that: (i) it is not on the Iran Final Divestment listed created by the N.C. State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

11. ADVERTISING: The Vendor shall not use the existence of this Contract, or the name of the City, as part of any advertising without the prior written approval of the City.

12. FORCE MAJEURE: Except as otherwise provided in environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved or the contract may terminate.

13. ASSIGNMENT: This Contract, including payment due under this contract, may not be assigned without the express written consent of the City.

14.CONFLICT OF INTERESTS:

- a. Vendor is aware of the conflict of interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes), and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b. Vendor covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement has any personal

financial interests, direct or indirect, with the City. Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of Contractor, its employees or associated persons or entities shall be disclosed to the City.

- c. Vendor shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d. Vendor shall make any such disclosure to the City in writing and immediately upon the Contractor's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.
- e. No employee, agent, contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

15. NONAPPROPRIATION OF FUNDS. Vendor acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to Vendor at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, other withdrawal, reduction or limitation in any way of the City's budget, funding or financial resources. Such termination is in addition to the City's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation: The City will be liable only for payment in accordance with the terms of this Agreement for Work completed and expenses incurred prior to the effective date of termination. The Vendor will not be compensated for any other costs in connection with a termination for non-appropriation. The Vendor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Vendor shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

16. DISPUTE RESOLUTION: In the event of any dispute arising out of or relating to this agreement, the affected party shall notify the other party, and the parties shall attempt in good faith to resolve the matter within thirty (30) days after the date such notice is received by the other party (the "Notice Date") prior to exercising their rights under law.

17.PERFORMANCE OF GOVERNMENT FUNCTIONS: Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

18.E-SIGNATURE AUTHORITY: The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

19.TERMINATION: The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Vendor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice. The Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

SECTION THREE: PROPOSAL

1. Introduction:

INTRODUCTION/PROJET OVERVIEW

The American Rescue Plan (ARP) has allocated \$5 billion to assist individuals or households who are homeless, at risk of homelessness, or in other vulnerable populations, with provision of affordable housing and supportive services. Grant funds are administered through the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program (HOME), with the goal of reducing homelessness and increasing housing stability for qualifying populations and low-income households.

The City of Greenville, North Carolina, hereinafter referred to as “City” has been awarded HOME ARP funding. Funds will benefit vulnerable populations within the City Limits of Greenville. The City is seeking Proposals from qualified developers for the Development of Affordable Rental Housing Units. Potential projects must align with the HOME ARP Final Rule (CPD-21-10) requirements which can be found at <https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf>.

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (antikickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The City of Greenville, North Carolina Bidding Opportunities webpage shall be the official site for information as related to this Request For Proposal (RFP). Firms are responsible for checking the City’s Website for the issuance of any addendums.

2. Requested Project Scope

Development of Affordable Rental Housing HOME-ARP funds may be used to construct affordable rental housing primarily for occupancy by households of individuals and families that meet the definition of one or more of the qualifying populations described in the HOME ARP notice (“qualifying households”). The City has allocated \$715,000 of the HOME-ARP funds for this activity. Unlike the regular HOME Program, which targets HOME assisted rental units based on tenant income, 70 percent of all HOME-ARP units will admit households based only upon their status as qualifying households. This complicates the underwriting and operation of projects that include HOME-ARP units. As a result, the requirements for HOME-ARP rental housing provide significant flexibility to enable HOME-ARP rental projects to remain financially viable and affordable for the qualifying populations throughout the minimum compliance period of 15 years.

The federal regulations and guidance governing the HOME and HOME-ARP programs are incorporated herein by reference. In the event that there is any conflict between the descriptions of such regulations and guidance in this RFP and the contents of such regulations and guidance, the actual regulations and guidance shall control.

Project Requirements include:

- Eligibility and Income Certification: Projects must confirm potential tenants’ status as a qualifying population and annual household income at initial occupancy. Tenant household income must then be recertified on an annual basis.
- Property Standards: HOME-ARP rental units must comply with all rental property standards required in

24 CFR 92.251 paragraphs (a), (b), (c)(1) and (2), (e), and (f).

- Rental Limitations: The HOME-ARP rent may not exceed 30 percent of the adjusted income of a household whose annual income is equal to or less than 50 percent of the median income for the area, as determined by HUD (i.e., Low HOME Rents).
- Changes in Income and Over Income Households: A qualifying household whose annual income at the time of recertification is above 50 percent of median income for the area but below 80 percent of median income for the area must pay the rent specified in 24 CFR 92.252(a).
- Tenant Selection and Referral Methods: HOME-ARP project grantees will take referrals from multiple sources and will maintain a referral list open to all qualifying populations. Applicants must then be accepted in chronological order regardless of the type of qualifying population.

HOME-ARP funds may pay for up to 100 percent of the following eligible costs associated with the development of HOME-ARP rental units:

- Development hard costs include the actual cost of constructing housing to meet applicable property standards. Eligible development costs also include site improvements, utility connections and costs to construct laundry and community facilities located within the same building as the HOME-ARP housing;
- Related soft costs including reasonable and necessary costs incurred by the project owner associated with the financing and development of HOME-ARP rental housing;
- Relocation costs as defined in 24 CFR 92.206(f), 24 CFR 92.353, and the Notice;
- Operating cost assistance, through a capitalized operating reserve or ongoing operating cost payments, for HOME-ARP units restricted for occupancy by qualifying households. Funded projects in the Development of Affordable Rental Housing must be completed by December 31, 2026.

Please refer to Exhibit A HOME-ARP Fact Sheets for development of affordable rental housing information.

The City of Greenville is seeking to increase the supply of affordable housing for low- to moderate-income residents. The City will, through a competitive process, accept applications from qualified developers approved by the NC Housing Finance Agency for the production of new Affordable Rental Housing that serves families and individuals with incomes between equal to 50 % or less the area median income, adjusted by family size as defined by the U.S. Department of Urban Development for 2025. Anticipated funds to be awarded to the successful development will be up to \$715,000. The successful applicant will submit a development packet that can be obtained from the Neighborhood and Business Services Department Community Development Division.

Awarded projects must meet the income guidelines and other requirements of the U.S. Department of Housing and Urban Development.

Key features of the developer proposal submitted shall consist of but not limited to the following elements:

- A. Experience of the Development Organization with Key Personnel
- B. Financial Feasibility, Leveraging, and Development
- C. Preliminary Site Development along with an executed Option to Purchase contract if ownership is not controlled at the time of the submittal showing site control
- D. Preliminary Design of the facility, units, with common areas and features

- E. Proximity to Community Features, such as schools, bus stops, health care services, grocery stores, drug stores and the like
- F. Inclusion of supportive services
- G. Project readiness

The City of Greenville will review all applications based upon an internal point system used to rank received proposals in connection with project criteria determined by the City to address needs of affordability, high-quality design, convenience, sustainability, walkability, and other factors.

The proposals will be received and evaluated by the City of Greenville Community Development Division. A hearing will be established for presentations of received proposals in front of the Affordable Housing Loan Committee. The recommendation of the Affordable Housing Loan Committee will be forwarded to the City Council for the final award. The award by City Council is contingent upon the successful award of Tax Credits to the applicant's proposal development and the City's receipt of funds from the U.S. Department of Housing and Urban Development.

A preliminary schedule for review of submitted proposals is identified below:

Timeline	Action
2/28/2025	Issue Call for Developers
3/20/2025	Proposals received from Developers
4/9/2025	Developers may be asked to present a summary of their proposal to the Affordable Housing Loan Committee at the regularly scheduled meeting.
4/10/2025	Recommendation of funding award to the Greenville City Council for final award approval and authorizing the issuance of a letter of support or award pending project readiness.
5/9/2025	Full application due to NCHFA
August	Notification of awards

For more information information, please contact Renee Skeen, Project Manager, at 252-329-4487 or rskeen@greenvillenc.gov

*** The City of Greenville reserves the right to amend its award considerations based upon the determinations any submittals that do not meet the submission criteria as outlined or due to changes in anticipated funding from outside funding sources identified for this activity.*

Project Requirements include:

- Eligibility and Income Certification: Projects must confirm potential tenants' status as a qualifying population and annual household income at initial occupancy. Tenant household income must then be recertified on an annual basis.
- Property Standards: HOME-ARP rental units must comply with all rental property standards required in 24 CFR 92.251 paragraphs (a), (b), (c)(1) and (2), (e), and (f).
- Rental Limitations: The HOME-ARP rent may not exceed 30 percent of the adjusted income of a household whose annual income is equal to or less than 50 percent of the median income for the area, as determined by HUD (i.e., Low HOME Rents).

- **Changes in Income and Over Income Households:** A qualifying household whose annual income at the time of recertification is above 50 percent of median income for the area but below 80 percent of median income for the area must pay the rent specified in 24 CFR 92.252(a).
- **Tenant Selection and Referral Methods:** HOME-ARP project grantees will take referrals from multiple sources and will maintain a referral list open to all qualifying populations. Applicants must then be accepted in chronological order regardless of the type of qualifying population. HOME-ARP funds may pay for up to 100 percent of the following eligible costs associated with the development of HOME-ARP rental units:
 - Development hard costs include the actual cost of constructing housing to meet applicable property standards. Eligible development costs also include site improvements, utility connections and costs to construct laundry and community facilities located within the same building as the HOME-ARP housing;
 - Related soft costs including reasonable and necessary costs incurred by the project owner associated with the financing and development of HOME-ARP rental housing;
- Relocation costs as defined in 24 CFR 92.206(f), 24 CFR 92.353, and the Notice;
- Operating cost assistance, through a capitalized operating reserve or ongoing operating cost payments, for HOME-ARP units restricted for occupancy by qualifying households. Funded projects in the Development of Affordable Rental Housing must be completed by December 31, 2026. Please refer to Exhibit B HOME-ARP Fact Sheets for development of affordable rental housing

NC Housing Tax Credit Supplemental Funding Loan Terms

The terms of the City funds will be negotiated consistent with the following guidelines:

- A. Construction-to-permanent financing
- B. Term: 20 years, or as long as affordability is maintained
- C. Repayment: Deferred
- D. Lien: Second with conditions and many consider subordination to third
- E. Right of First Refusal

Evaluation Criteria

The following criteria will be used to evaluate development proposals. The capability and financial strength of the developer, location of the site, quality of proposed improvements, the population being served, ability to repay the loan, and likelihood of and timeline for project completion are important criteria and should be demonstrated in the application.

- A. Experience of the Development Organization with Key Personnel (15 points)
 - a. Capacity and experience of the development team with comparable size and type projects on time within budget.
 - b. Developers with prior experience with the City of Greenville will be evaluated on those experiences. Developers without previous experience with the City will be asked to provide references from other government agencies.

- c. Capacity and experience of the property management company with comparable size and type projects evidenced by occupancy levels, maintenance and repair of existing rental units, compliance with federal requirements and record keeping and reporting.
- B. Financial Feasibility, Leveraging, and Development (15 points)
 - a. Project is financially feasible with a high probability of moving forward (commitments from other funding sources, appropriate debt coverage ratio, affordable rents, income clientele, etc.)
 - b. Project costs per square foot (excluding land) in addition to costs per bedroom are reasonable, as compared to similar projects.
 - c. Amount of City subsidy per unit, as compared to similar projects funded by the City.
- C. Preliminary Site Development (15 points)
 - a. Demonstrated site control or and executed Option to Purchase contract if ownership is not controlled at the time of the submittal.
- D. Preliminary Design of the facility, units, with common areas and features (15 points)
 - a. The building design and use are compatible with the surrounding environment and existing neighborhood with appropriate vehicular and pedestrian connections to nearby amenities.
 - b. The overall building design is aesthetically pleasing and well thought out and is characterized as possessing “architectural appeal” with material sections that are of good quality, designed for normal maintenance and can be expected to perform well over the long term.
 - c. The site is suitable for the proposed development without additional major geotechnical, environmental, or utility infrastructure expenditures.
- E. Proximity to community features such as schools, bus stops, health care services, grocery stores, drug stores and the like (20 points)
- F. Inclusion of supportive services appropriate for clientele (10 points)
- G. Project readiness (10 points)

Evaluation of Proposals

Applications will be reviewed for completeness and eligibility. All eligible proposals will be ranked according to the criteria stated in this Request for Proposals. All sources of financing must be secured before closing. Commitment will be valid for 12 months.

Right to Reject Proposals

The City of Greenville reserves the right to reject any and all proposals received as a result of the Request for Proposals or to negotiate on the terms of the funds to best serve the interests of the City of Greenville.

Title VI of the Civil Rights Act of 1964
Nondiscrimination Provisions, Appendices A & E.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or

the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which

ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

Exhibit A:

HOME-ARP Program Fact Sheet:

Rental Housing

Overview:

A PJ may use HOME-ARP funds to acquire, construct and rehabilitate rental housing for occupancy by individuals and families that meet one of the Qualifying Populations defined in *CPD Notice: Requirements for the Use of Funds in the HOME-American Rescue Plan Program* (“the Notice”). HOME-ARP rental housing may include single family or multifamily housing, transitional or permanent housing, group homes, single room occupancy (SRO) units, and manufactured housing.

To promote the development of financially viable housing, PJs may pay the entire amount of eligible costs associated with HOME-ARP rental units, are encouraged to work with local PHAs and state or local agencies to obtain project-based rental assistance and may provide ongoing operating cost assistance or capitalize a project operating cost assistance reserve to address operating deficits of HOME-ARP units occupied by qualifying households. To promote inclusion of HOME-ARP units in mixed-income housing, up to 30 percent of the units a PJ funds with its HOME-ARP grant may be restricted for occupancy by households that are low-income.

Eligible Activities and Costs:

- **Eligible Activities:** Acquisition, construction, and rehabilitation of affordable rental housing, including reconstruction as defined in [24 CFR 92.2](#). Acquisition of vacant land or demolition may be undertaken only with respect to a HOME-ARP project for which construction is expected to start within 12 months of commitment.
- **Eligible Costs:** HOME-ARP funds may pay for up to 100 percent of the following eligible costs associated with HOME-ARP rental units:
 - Development hard costs include the actual cost of constructing and rehabilitating housing to meet applicable property standards. Eligible development costs also include site improvements, utility connections and costs to construct or rehabilitate laundry and community facilities located within the same building as the HOME-ARP housing;
 - Refinancing of existing debt secured by a HOME-ARP rental project rehabilitated with HOME-ARP funds;
 - Acquisition costs of improved or unimproved real property;
 - Related soft costs including reasonable and necessary costs incurred by the PJ or project owner associated with the financing, development, acquisition, or rehabilitation of HOME-ARP rental housing;
 - Relocation costs as defined in [24 CFR 92.206\(f\)](#), [24 CFR 92.353](#), and the Notice;
 - Certain costs related to the payment of construction, bridge, or guaranteed loans, if HOME-ARP is part of original financing; and

- Operating cost assistance, through a capitalized operating reserve or ongoing operating cost payments, for HOME-ARP units restricted for occupancy by qualifying households.

Beneficiary Requirements:

- *Eligible Beneficiaries*: HOME-ARP funds must primarily benefit individuals and families that meet one of the qualifying populations defined in the Notice. However, not more than 30 percent of the total number of rental units assisted with HOME-ARP funds may be occupied by low-income households as defined in [24 CFR 92.2](#).
- *Household Income*: The following income requirements apply to HOME-ARP households:
 - *Qualifying Households*: At initial occupancy and each subsequent year during the minimum 15-year compliance period, the PJ must use the definition of annual income at [24 CFR 5.609](#) and the process described in the Notice to determine the household's contribution to rent.
 - *Low-Income Households*: The PJ must use the definition of annual income at [24 CFR 5.609](#) and the process described in the Notice to examine the household's income at initial occupancy and each subsequent year during the minimum 15-year compliance period to determine the household's ongoing income eligibility and applicable contribution to rent.
- *Tenant Contribution to Rent*: A qualifying household may not contribute to rent more than is affordable based on the PJ's determination of the household's income.

Project Requirements:

- *Targeting and Occupancy*: Not less than 70 percent of the total number of rental units a PJ assists with HOME-ARP funds must be restricted to occupancy by households that are qualifying households at the time of the household's initial occupancy. Not more than 30 percent of the total number of rental units assisted with HOME-ARP funds by the PJ may be restricted for occupancy by low-income households. A household that met the definition of one or more qualifying populations at initial occupancy remains a qualifying household throughout their period of occupancy irrespective of changes in income or whether they continue to meet a qualifying population definition (e.g., no longer qualify as homeless after being admitted to a HOME-ARP unit).
- *Property Standards*: HOME-ARP rental units must comply with all rental property standards required in [24 CFR 92.251](#) paragraphs (a), (b), (c)(1) and (2), (e), and (f).
- *Minimum Compliance Period*: HOME-ARP rental units must comply with the HOME-ARP rental requirements for a minimum of 15 years, irrespective of the amount of HOME-ARP funds invested in the project or the activity undertaken. If a project-based rental assistance Housing Assistance Payments (HAP) contract is awarded to a HOME-ARP rental project, the minimum compliance period is the greater of 15 years or the term of the HAP contract.
- *Rent Limitations*: HOME-ARP establishes rent limitations for units restricted for qualifying households and units restricted for low-income households as follows:

- Units Restricted for Occupancy by Qualifying Households: The HOME-ARP rent may not exceed 30 percent of the adjusted income of a household whose annual income is equal to or less than 50 percent of the median income for the area, as determined by HUD (i.e., Low HOME Rents).
- Units Restricted for Occupancy by Low-Income Households: HOME-ARP rental units restricted for low-income households must comply with the rent limitations at [24 CFR 92.252\(a\)](#).
- Additional HOME-ARP Unit Limitations, if applicable:
 - Federal/State Project-Based Rental Subsidy: A HOME-ARP unit that receives Federal or state project-based rental subsidy may charge the rent allowable under the rental subsidy program.
 - Single Room Occupancy Units (SRO): If an SRO unit has both sanitary and food preparation facilities, the maximum HOME-ARP rent is based on the zero-bedroom fair market rent. If the SRO unit only has sanitary facilities, the maximum HOME-ARP rent is based on 75 percent of the zero-bedroom fair market rent.
- Changes in Income and Over Income Households: A PJ must take action to address over-income households occupying HOME-ARP units as follows:
 - Qualifying Households: A qualifying household whose annual income at the time of recertification is above 50 percent of median income for the area but below 80 percent of median income for the area must pay the rent specified in [24 CFR 92.252\(a\)](#).
 - Low-Income Households: A low-income household whose income is above 80 percent of the median income for the area must pay rent that complies with [24 CFR 92.252\(i\)\(2\)](#).
- Lease and Tenant Protections: Each household that occupies a HOME-ARP assisted unit must execute a lease that complies with the tenant protection requirements prescribed in the Notice.
- Master Leasing and Use of a HOME-ARP Sponsor: A HOME-ARP sponsor – a nonprofit organization that provides housing or supportive services to qualifying households – may execute a lease for a HOME-ARP unit or a master lease for multiple units in a project. The HOME-ARP sponsor may then sublease the HOME-ARP rental unit to a qualifying household.
- Coordinated Entry and Project-Specific Waitlists: On a project-by-project basis, a PJ must decide whether a project owner may use a Continuum of Care’s (CoC) Coordinated Entry (CE), a CoC’s CE and other referral sources, or a project-specific waitlist to select qualifying households for HOME-ARP units restricted for occupancy by qualifying households. A project owner must use a project-specific waitlist to select low-income households to occupy units restricted for occupancy by low-income households.

Oversight and Management:

A PJ is responsible for the day-to-day management and oversight of its HOME-ARP program including but not limited to the following:

- *Underwriting and Subsidy Layering*: A PJ must establish underwriting and subsidy layering guidelines for determining the appropriate amount of HOME-ARP funds, including any operating cost assistance provided to maintain the financial viability of the HOME-ARP project through the 15-year minimum compliance period.
- *Enforcement of Rental Requirements*: A PJ must impose the HOME-ARP rental requirements through a deed restriction, covenant running with the land, legally binding agreement restricting the use of the property and recorded on the property in accordance with State recordation laws, or other mechanism approved by HUD.
- *Project Completion, Occupancy and Noncompliance*: A PJ must repay any HOME-ARP funds invested in units that are 1) not completed within 4 year of project commitment, 2) not rented to eligible qualifying or low-income households within 12 months of project completion, or 3) terminated before completion or otherwise not compliant with the HOME-ARP rental requirements.
- *Management and Oversight of Operating Cost Assistance Reserve*: A PJ must require any HOME-ARP funds expended for project operating cost assistance reserves be held by a project owner in a separate interest-bearing account with review and written approval from the PJ prior to any disbursement of HOME-ARP funds from the operating cost assistance reserve account. The PJ must, no less than annually, review the operating cost assistance reserve account to determine that it is appropriately sized based on projected deficits for units restricted for occupancy by qualifying households.

2025-2026 Multi-Family Rental Housing Application Checklist

Applicant: _____

Development Name: _____

A complete application will include the following items and must be presented in the following sequence:

- _____ Application Checklist (signed at the bottom)
- _____ Cover Letter
- _____ Title Page
- _____ Table of Contents
- _____ Summary
- _____ Signed copy of NCHFA pre-application
- _____ Part I – Project Schedule (project construction beginning within 12 months of issuing the final commitment letter and completed within 4 years)
- _____ Part II – Survey
- _____ Part III - Site Plan
- _____ Part IV – Evidence of Site Control (deed, contract of sale, option to purchase)
- _____ Part V - Compliance with Comprehensive Plan and Zoning
- _____ Part VI – Uniform Relocation Plan
- _____ Part VII – Geotechnical Reports Addressing Soil/Flood concerns
- _____ Part VIII – Partnership Agreements
- _____ Part IX – Infrastructure Availability
- _____ Part X – Applicant and Development Team, Development History and Repayment of Loans
- _____ Part XI – Development (outline plans and specifications, including elevation, floor plans, materials, etc.)
- _____ Part XII – Financial Project Proforma (identifying project costs and requested loan amount)
- _____ Part XIII – Affirmative Marketing Statement
- _____ Part XIV – Developer Certification
- _____ Part XV – Detailed Description of Supportive Services
- _____ Part XVI – Detailed Description of How Developer Intends to Recruit/Use MWBE Firms

Signed By

Submitting Official Title

To be considered for funding, all 9% and 4% applications must be received by 5:00pm on March 20, 2025. Original applications and one electronic copy saved to a flash drive should be forwarded to the following:

Renee Skeen, Project Manager
Neighborhood & Business Services Department
Community Development Division
City of Greenville
201 W. Fifth Street
Greenville, NC 27834
rskeen@greenvillenc.gov
252-329-4487