



# Shelby County Tennessee

Mark H. Luttrell, Jr. Mayor

## **Request for Proposal**

### **Shelby County Government**

### **Purchasing Department**

160 N. Main, Suite 900  
Memphis, TN 38103

*Issued: June 19, 2015*

**Due: July 16, 2015 no later than 4:00 P.M. (Central Standard Time)**

### **RFP # 15-006-55**

### **CONTRACTOR FOR CHDO HOME FUNDS**

Shelby County Government is soliciting written proposals, on a competitive basis from qualified Community Housing Development Organizations (CHDOs) to utilize HOME grant funds designated for use by eligible CHDOs in the provision of affordable housing to low-to moderate-income individuals/households. Information regarding the RFP is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). Go to "Purchasing Bids" under Online Services on the home page to locate the above-described RFP.

The proposal, as submitted, should include all rates and information related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government.

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the Shelby County Purchasing Department **no later than 4:00 p.m. on Thursday, July 16, 2015**. Proposals should be addressed to:

**Andre Z. Woods, Buyer  
Shelby County Government  
Purchasing Department  
160 N. Main St., Suite 900  
Memphis, TN 38103**

**The package containing an original (clearly identified as original) seven (7) copies and one (1) Digital CD of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, CONTRACTOR FOR CHDO HOME GRANT FUNDS", "RFP # 15-006-55" noted on the outside.**

Sincerely,

**Andre Z. Woods, Buyer  
Shelby County Government  
Purchasing Department**

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***Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response. Please download all of the additional information and attachments that accompany this RFP.***

## I. INTRODUCTION

Shelby County Government, through the Department of Housing, is seeking proposals from local Community Development Housing Organization's (CHDO's) for funding under Shelby County's HOME Entitlement Grant program. This program is intended to provide single-family homes for low-to moderate-income first-time homebuyers within the Boundaries of the Shelby County Urban County designated area. This area specifically consists of Unincorporated Shelby County, Arlington, Bartlett, Collierville, Germantown, and Lakeland. Because of federal regulations governing these funds, applicants must be certified CHDO's whose charters allow them to operate within these areas of Shelby County. This Request for Proposal ("RFP") is being released to invite interested and qualified CHDO's to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposers and Consultant are used interchangeably unless the context indicates otherwise.

## II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Be a non-profit corporation with a 501(c) IRS tax-exempt ruling.
2. Have been providing service in Shelby County, outside the City of Memphis, for at least three years.
3. Have in its articles of incorporation, charter, or bylaws, stated a commitment allowing the development of affordable housing in Shelby County, outside the City of Memphis.
4. Be free of external controls, either from public or for-profit interest.
5. Possess a CHDO Board structure that meets the regulatory requirements of the HOME Program as described in 24 CFR Part 92.
6. Have sufficient experienced staff or sub-contractors certified in the State of Tennessee to provide the services described in its proposal (the "Services").
7. Have all the appropriate licenses and certifications required in the State of Tennessee to perform the Services.
8. Enter into a Memorandum of Understanding with the County describing the roles and services proposed in their RFP.
9. **Apply** and **qualify** for an Equal Opportunity Compliance (EOC) certification number prior to submitting your response.
10. Adhere to all Title VI requirements and provide proof/documentation if necessary.
11. A written statement of compliance to Title VI.
12. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, know as the "Tennessee Lawful Employment Act (effective date of 1/1/2012). Proof and documentation of employment eligibility must be included with the proposal.
13. A current Certificate of Insurance, without the additional insured requirement, is to be included in your proposal indicating coverage as required in XI. A revised certificate from your

agent/carrier indicating the additional insured requirements will be submitted at the time of contracting.

**Please Note:** *As a part of doing business with Shelby County, each individual, company, or organization is required to obtain an “Equal Opportunity Compliance” certification number prior to submitting your response.*

**To obtain a vendor number and an EOC number, please follow the instructions below:**

**Vendor Number (Purchasing Department)**

At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. (Applications for a vendor number are accepted online only.)

**Equal Opportunity Compliance (EOC) Number (EOC Administration Office)**

At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

If you have any questions regarding the applications, you may contact Purchasing at (901)222-2250 or the EOC Administration at (901)222-1100.

Note: Because of the length of time it takes to apply and receive an EOC number, vendors who apply prior to the RFP due date, bid will be accepted pending EOC approval of their application.

**III. CORRESPONDENCE**

**All correspondence, proposals and questions concerning the RFP are to be submitted to:**

**Andre Z. Woods, Buyer  
Shelby County Government  
160 N. Main St. Suite 900  
Memphis, TN 38103  
(901) 222-2250**

Respondents requesting additional information or clarification are to contact Andre Z. Woods in writing at [andre.woods@shelbycountyttn.gov](mailto:andre.woods@shelbycountyttn.gov) or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Thursday, July 9, 2015 by 12:00 p.m. (CST).*** These guidelines for communication; have been established to ensure a fair and equitable process for all respondents.

These guidelines for communication have been established to ensure a fair and equitable process for all respondents. Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

Note: All written questions submitted by the deadline indicated above will be answered and posted on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) within 48 hours of the above cut-off date.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from consideration.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County or its benefit administrators regarding this RFP may disqualify your company from further consideration.

#### **IV. PROPOSAL SUBMISSION DEADLINE**

All proposals must be received at the address listed above no later than 4:00 P.M., Thursday, July 16, 2015. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

**V. PROPOSAL TIMELINE**

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

<b>Request for Proposals Released</b>	<b>Friday, June 19, 2015</b>
<b>Vendor Questions Due Date</b>	<b>Thursday, July 9, 2015 @ 12:00 P.M.</b>
<b>Proposal Due Date</b>	<b>Thursday, July 16, 2015 @ 4:00 P.M.</b>
<b>Notification of Award</b>	<b>August 2015</b>

The County may reproduce any of the Proposer’s proposal and supporting documents for internal use or for any other purpose required by law.

**VI. PROPOSAL CONDITIONS**

**A. Contingencies.**

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

**B. Modifications.**

The County reserves the right to issue addenda or amendments to this RFP.

**C. Proposal Submission.**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer’s responsibility to ensure that its proposals arrive on or before the specified time.

**D. Incurred Costs.**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer’s responsibility.

**E. Final Authority.**

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

## **F. Proposal Validity.**

Proposals submitted hereunder will be firm for ninety (90) calendar days from the due date unless otherwise qualified.

## **G. Disclosure of Proposal Contents**

Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data, or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

## **H. LOSB**

The county encourages the utilization of locally owned small businesses as a source of subcontract work. The county notifies all Proposers that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

### **LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:**

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small

businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business subcontractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract, or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts

that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

## **VII. GENERAL REQUIREMENTS**

### **A. Background**

Under the U.S. Department of Housing and Urban Development's HOME Program Shelby County is required to set aside 15% of the annual HOME allocation for use by CHDO's to provide homeownership opportunities to low-to moderate income homebuyers. The successful Proposers will contract with Shelby County to expend up to \$86,405.00 in HOME funds for eligible CHDO Homeownership activities.

**B. Scope of Contract**

The County wishes to engage in a contractual relationship with the best-qualified CHDO selected through a competitive process that will work with the County to perform the Services in a manner that is cost-effective and practical. The Consultant must be prepared to begin immediately upon receipt of a Notice to Proceed. The initial term will begin upon the execution of an agreement with the County and end on June 30, 2016. There shall be two (2) annual renewal terms, beginning July 1, 2016 thru June 30, 2017 and July 1, 2017 thru June 30, 2018, at the County's option and upon mutual agreement of the parties.

**C. Project Time Frame**

The contract period will begin upon award of the grant. The county reserves the option of extending the contract without bid on a yearly basis for the duration of the award.

**D. Reservation of Rights**

1. The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.
2. The County may at any reasonable time, at its expense, make an audit of the Provider's books relative to the Accounts.

**E. Selection Criteria**

Each response will be evaluated on the criteria outlined in Section VII of this document. Each respondent should set out in it's response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-222-1100 to obtain the necessary documents and to ask any questions that you may have regarding this information.

**F. Additional Information and References**

Any additional information that would be helpful to the County evaluating your proposal including a list of current and former clients with a similar profile to Shelby County should be submitted.

**G. Services Required**

The successful Proposers will utilize funds awarded under this proposal to develop (either through construction or rehabilitation) affordable housing unit(s) and make the unit(s) available to first-time low-to moderate-income individuals or households for purchase and occupancy.

**VIII. AWARD OF CONTRACT**

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

**IX. PURPOSE**

To select the best qualified provider to be awarded CHDO grant funds to provide an affordable homeownership activity (ies) to an eligible low-moderate income eligible household and/or individual.

**X. SERVICES REQUIRED**

The successful Proposers will utilize funds awarded under this proposal to develop (either through construction or rehabilitation) affordable housing unit(s) and make the unit(s) available to first-time low-to moderate-income individuals or households for purchase and occupancy.

**XI. CONTRACT REQUIREMENTS**

The successful Contractor (or Consultant) will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

**a. General Requirements**

1. Control. All services by the Contractor will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. Contractor's Personnel. The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Contractor. The Contractor further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the County. The Contractor will be an independent Contractor over the details and means for performing its obligations

under this Contract. Anything in this Contract which may appear to give County the right to direct the Contractor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means that the Contractor will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by Contractor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Contractor has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Contractor for services performed shall be on the Contractor's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) The Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- (ii) The Contractor has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
- (iii) The Contractor has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Contractor's assets.

(b) The County may terminate the Contract upon seven (7) days written notice by the County or its authorized agent to the Contractor for Contractor's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor and the County may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Contractor from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or sub-contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Contractor covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers. The Contractor will not engage on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Contractor for a period of one year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Contractor's services or operations provided to the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Contractor shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA).

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation Of Other Documents. (a) Contractor shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of Contractor, thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Contractor shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Contractor, Contractor understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Contractor due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Contractor warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Contractor shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Contractor warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Contractor shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Contractor under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.

## **A. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

1. Responsibilities For Claims And Liabilities. (a) Contractor shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Contractor its sub-contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Contractor or its sub-contractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Contractor as a result of or relating to obligations under this Contract.

(e) The Contractor shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 941, Memphis, TN 38103, of any claim or suit made or filed against the Contractor or its sub-contractors regarding any matter resulting from or relating to Contractor's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof. .

***(f) Contractor shall immediately notify Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 941, Memphis, TN 38103 of cancellation or changes in any of the insurance coverage required.***

2. Insurance Requirements. The Contractor will provide evidence of the following insurance coverage:

**PROFESSIONAL SERVICES/CONTRACTOR PROJECTS LESS THAN \$1,000,000**

***Minimum Limits of Insurance***

The Consultant/provider shall maintain coverage with limits of no less than:

1) *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:

- a) Premises/Operations
- b) Products/Completed Operations
- c) Contractual
- d) Independent Contractors

- e) Broad Form Property Damage
  - f) Personal Injury
  - g) Builders Risk
- 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all Owned/Leased Autos, Non-Owned Autos and Hired Autos
  - 3) *Workers Compensation and Employers' Liability Insurance* - Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for \$1,000,000 per accident. Contractor/provider waives its right of subrogation against Shelby County for any and all workers' compensation claims.
  - 4) Builder's Risk – coverage for the construction or renovation of housing units built or renovated under this agreement.
  - 5) Professional Liability or Errors and Omissions Liability – minimum of \$1,000,000 per claim/\$2,000,000 annual aggregate
  - 5) Directors and Officers' Liability – covering the non-profit board members – minimum limit of \$1,000,000 per occurrence or claim.

All policies will provide for 30 days written notice to Shelby County of cancellation of coverage provided. Ten (10) days notice applicable to non-payment of premium. If insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider/Contractor will provide immediate notice to Shelby County.

All insurance policies maintained by the Contractor shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

**B. Right to Monitor and Audit**

Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the County, to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

## **XII. PROPOSAL SUBMISSION**

### **A. GENERAL**

1. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 4:00 pm (CST) on Thursday, July 16, 2015, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 900, Memphis, TN 38103.**
5. Proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

### **B. PROPOSAL PRESENTATION**

1. One (1) original (clearly identified as original) seven (7) copies and one (1) Digital CD of the proposal are required.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "**CONFIDENTIAL, CONTRACTOR FOR CHDO HOME GRANT FUNDS, RFP # 15-006-55**" with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the

proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.

4. Proposals must be verified before submission as they cannot be withdrawn or corrected after the due date and time. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals.

### C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: **Please download the attachment to this document.** The Proposal Response Sheet (*required document*) should be the first page of your written response.

1. Cover Page – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm.
2. Comprehensive Response (Minimum Requirements and Services Required)
  - a. Outline of how respondent can meet or exceed the minimum requirements.
  - b. Detail of how the respondent is qualified to provide the services required.
  - c. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).
3. Cost and Fees
  - a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project).
  - b. Explain any assumptions or constraints in a price proposal to perform the services.
  - c. Explain any additional charges or fees in the proposal.
4. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the proposer to show the proposer's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the proposer included in the Proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the proposer, including the respondent's background and mission statement, the length of time the proposer has been in business, a description of the proposer's organizational structure and a description of the proposer's customer make-up;
- b. A statement of how long the proposer has provided services similar to the Services requested herein;
- c. A general description of the proposer's experience and background in providing services similar to the Services requested herein;
- d. Any other relevant information about the experience and knowledge base of the proposer which is deemed to be material.
- e. Resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.

5. References

References of the proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.

6. Additional Information

- a. A description of any other resources available to the proposer that will be useful in providing the Services;
- b. A description of the methods used by the proposer to measure the satisfaction of its client.
- c. Any other relevant information about the capabilities of the proposer deemed to be material.

### **XIII. PROPOSAL EVALUATION AND SELECTION**

#### **A. EVALUATION PROCESS**

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
  - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
  
2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
  - a. Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the bidders.
  - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
    - i. Qualifications and experience of specific personnel assigned to this project;
    - ii. Quality and responsiveness of the proposal and the ability to present a clear understanding of the nature and scope of the project;
    - iii. Project methodology;
    - iv. Previous experience in performing similar Services;
    - v. References;
    - vi. Proposed cost to Shelby County Government;
    - vii. Time frame for completion.
  
3. Oral Presentation.

The Shelby County Government reserves the right to interview, or require an oral presentation from, any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the proposer to clarify or elaborate on its qualifications without restating the proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby

County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

*Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.*

**B. CONTRACT AWARD**

Contract(s) will be awarded based on a competitive selection of proposals received. Proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.

# **Shelby County HOME Program**

## **CHDOs**

### **Community Housing Development Organizations**

#### **SECTION XIV: CHDO RFP Application**

**May 2013**

## INSTRUCTIONS FOR SUBMITTING

### HOME CHDO APPLICATIONS UNDER RFP # 15-006-55

1. Complete pages 26 through 50 of the application.
  - ✓ All CHDOS must complete **Non-Profit Checklist/CHDO Designation** with supporting documentation.
  - ✓ All CHDOS must complete and attach their **Non-Profit/CHDO Board Composition Forms**
  - ✓ All CHDOS must complete **Part XV: Project Market Study**.
  - ✓ All CHDOS must submit **Attachment Twelve: Growth Plan Certification**.
  - ✓ All CHDOS must submit one copy of their latest audit or audited financial statement.
  - ✓ CHDOS proposing rental housing programs must complete **Attachment Three: Rental Housing Feasibility Worksheet**.
  - ✓ All CHDOs must identify the source of the twenty-five percent (25%) match required for the application to be considered for funding. (See the following Match Guidelines 24 CFR 92.219 - 92.220).
  
2. Answer all questions. If not applicable to your program, please mark N.A.
  
3. The application must be signed by the appropriate official for your organization and returned to the Shelby County Purchasing Department no later than **July 16, 2015 no later than 4:00 P.M. (Central Standard Time)**. If you are not certain that your application will be received on time if delivered through regular mail, you should make other arrangements. Applications received late will not be considered.
  
4. Submit application to:  
  
Andre Z. Woods, Buyer  
Shelby County Government  
Purchasing Department  
160 N. Main St., Suite 900  
Memphis, TN 38103

**FAXED OR E-MAILED APPLICATIONS WILL NOT BE ACCEPTED.**

**Shelby County HOME Program  
Community Housing Development Organizations  
Non-Profit Checklist/CHDO Designation  
General Information**

Each organization is required to provide the following documentation and complete the CHDO Checklist. **Applications without this information will not be considered for funding.**

**Part I: Attachment Checklist For All CHDOS**

Legal Name of the Organization: \_\_\_\_\_

IRS Tax Exempt Number: \_\_\_\_\_

1. Legal Name of Organization: \_\_\_\_\_

2. IRS Tax Exempt Number: \_\_\_\_\_

3. \_\_\_\_\_ A current Certificate of Existence from the Secretary of State's Office. The certificate must be purchased from the Secretary of State's Office and must be current.

4. \_\_\_\_\_ Copy of 501(c)(3) certificate of letter from the IRS.

5. \_\_\_\_\_ Copy of Charter, By-laws and resolutions.

6. \_\_\_\_\_ List of Board Members including names, home address, sex, occupation, a description of their primary contribution, length of service, income range, and date the term of services expires. Low income Board members or representatives must be identified to qualify as a CHDO.

7. \_\_\_\_\_ One page explanation of how the Board of Directors is involved in the operation of the agency, including how often the Board meets, how the Board monitors and provides oversight for the agency's programs.

\_\_\_\_\_ Attach minutes of the most recent Board meeting.

\_\_\_\_\_ Attach explanation of the formal process by which low income Board members advise the organization in all of its decisions regarding the design, site choice, development, and management of all HOME-assisted affordable housing projects.

8. \_\_\_\_\_ List of staff members employed by the organizations, including how many are full-time or part-time, their specific responsibilities related to housing programs, and how many years of experience each staff member has in housing development.

9. \_\_\_\_\_ Business plan or strategic management plan that demonstrates the agency's short term and long term goals, objectives, and plans to achieve them.
10. \_\_\_\_\_ Documentation of operating funds from other sources including how much annually and from what sources.
11. \_\_\_\_\_ Explanation of any other programs, other than the proposed HOME program, operated by the organization, including the program(s) and its funding source(s).
12. \_\_\_\_\_ One page explanation of your agency's experience in housing, particularly in providing housing to low and very low-income individuals.
13. \_\_\_\_\_ Individual Disclosure Forms completed by the Organizations's Executive Director, Chairman of the Board, and any staff directly involved in with decision making for the project.
14. \_\_\_\_\_ Corporate Disclosure Form signed by the Chairman of the Board or Executive Director on behalf of the organization.

**Part II: CHDO Checklist and Designation:**

The information contained in this checklist refers to the definition of Community Housing Development Organizations (CHDOs) in Subpart A, Section 92.2 of the "HOME Investment Partnership Program: Final Rule". Referenced documents must be on file with the non-profit organization to document compliance with the regulations.

**A CHDO MUST:**

1. Be the developer, the sponsor or the owner of HOME-assisted housing;
2. Have effective management control of a project; and
3. Be organized and structured according to the standards provided in the HOME Final Rule.

**A. LEGAL STATUS**

1. The nonprofit organization is organized under State or local laws, as evidenced by:

\_\_\_\_\_ a Charter, **OR**

\_\_\_\_\_ Articles of Incorporation AND

\_\_\_\_\_ Certificate of Existence from the Tennessee Secretary of State

2. No part of its net earnings inure to the benefit of any member, founder, contributor, or individual, as evidenced by:

\_\_\_\_\_ A Charter, **OR**

\_\_\_\_\_ Articles of Incorporation

3. Has a tax exemption ruling from the Internal Revenue Service (IRS) under Section 501 (c)(3) or (4) of the Internal Revenue code of 1986, as evidenced by:

\_\_\_\_\_ A 501(c)(3) or (4) Certificate from the IRS.

4. Has among its purposes the provision of decent housing that is affordable to low-and moderate-income people, as evidenced by a statement in the organization's:

\_\_\_\_\_ Charter,

\_\_\_\_\_ Articles of Incorporation,

\_\_\_\_\_ By-laws, **OR**

\_\_\_\_\_ Resolutions.

**B. CAPACITY**

1. Has standards of financial accountability that conforms to Attachment F of OMB Circular A-110, "Standards for Financial Management Systems," as evidenced by:

\_\_\_\_\_ A certification from a Certified Public Accountant, **OR**

\_\_\_\_\_ A HUD approved audit summary.

2. Has a demonstrated capacity for carrying out activities assisted with HOME funds. An organization satisfies this requirement by having paid employees with housing development experience. A non-profit does not meet the test of demonstrated capacity based on any person who is a volunteer or whose services are donated by another organization or by hiring a consultant.

\_\_\_\_\_ Resumes and/or statements that describe the experience of key staff members who have successfully completed projects similar to those to be assisted by HOME funds.

3. Has generally a one year history of serving the community where housing to be assisted with HOME funds is to be located, as evidenced by:

\_\_\_\_\_ A statement that documents at least one year of experience in serving the community, **OR**

**C. ORGANIZATIONAL STRUCTURE**

1. Maintains at least one-third of its governing board's membership for residents of low-income neighborhoods, other low-income community residents, or elected representatives of low-income neighborhood organizations as evidenced by the organization's:

- \_\_\_\_\_ By-Laws;
- \_\_\_\_\_ Charter, **OR**
- \_\_\_\_\_ Articles of Incorporation.

2. Low-income representation on the governing board is by:

- \_\_\_\_\_ Residents of low-income neighborhoods.
- \_\_\_\_\_ Elected representation of low-income neighborhood organizations.
- \_\_\_\_\_ Other low-income residents.

Under the HOME program, for urban areas, the term "community" is defined as one or several neighborhoods, a city, county, or metropolitan area. For rural areas, "community" is defined as one or several neighborhoods, a town, village, county, or multi-county area (but not the whole state).

3. Provides a formal process for low-income, program beneficiaries to advise the organization in all of its decisions regarding the design, siting, development, and management of affordable housing projects, as evidenced by:

- \_\_\_\_\_ The organization's By-Laws
- \_\_\_\_\_ Resolutions, **OR**
- \_\_\_\_\_ A written statement of operating procedures approved by the governing body.

4. A CHDO may be chartered by a State or local government, but the following restrictions apply:

- (1) The State or local government may not appoint more than one-third of the membership of the organization's governing body;
- (2) The board members appointed by the State or local government may not, in turn, appoint the remaining two-thirds of the board members; and
- (3) No more than one-third of the governing board members are public officials (including any employees of the PJ), as evidenced by the organization's:

\_\_\_\_\_ By-Laws,

\_\_\_\_\_ Charter, **OR**

\_\_\_\_\_ Articles of Incorporation.

5. If the CHDO is sponsored or created by a for-profit entity, the for-profit entity may not appoint more than one-third of the membership of the CHDO's governing body, and the board members appointed by the for-profit entity may not, in turn, appoint the remaining two-thirds of the board members, as evidenced by the CHDO's:

\_\_\_\_\_ By-Laws,

\_\_\_\_\_ Charter, **OR**

\_\_\_\_\_ Articles of Incorporation.

**D. RELATIONSHIP WITH FOR-PROFIT ENTITIES**

1. The CHDO is not controlled, nor receives directions from individuals, or entities seeking profit from the organization, as evidenced by:

\_\_\_\_\_ The organization's By-laws, **OR**

\_\_\_\_\_ A Memorandum of Understanding.

2. The for-profit entity may not be an entity whose primary purpose is the development or management of housing, such as builder, developer, or real estate management firm as evidenced by:

\_\_\_\_\_ In the for-profit organization's By-laws and history.

I attest that to the best of my knowledge the above information is true and correct and that this information is supported by appropriate documentation in the organizations files.

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

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

General Counsel for: \_\_\_\_\_

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

3. CHDO is free to contract for goods and services from vendor(s) of its own choosing, as evidenced in the CHDO's:

\_\_\_\_\_By-Laws,

\_\_\_\_\_Charter, **OR**

\_\_\_\_\_Articles of Incorporation.

**NON-PROFIT/CHDO BOARD COMPOSITION**  
***Copy as necessary for all Board Members***

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

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

Sex: \_\_\_\_\_ Occupation: \_\_\_\_\_

Primary Contribution to the Board: \_\_\_\_\_

Length of Board Service: \_\_\_\_\_ Date Board Term Expires: \_\_\_\_\_

FOR CHDO DESIGNATION ONLY: Low-Income Board Member?  Yes  No

Resident of low-income neighborhood

Elected representative of low-income neighborhood organization

Other low-income community resident

Annual household income Below 80% of Area Median Income

(adjusted for family size) Greater than 80% of Area Median income

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

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

Sex: \_\_\_\_\_ Occupation: \_\_\_\_\_

Primary Contribution to the Board: \_\_\_\_\_

Length of Board Service: \_\_\_\_\_ Date Board Term Expires: \_\_\_\_\_

FOR CHDO DESIGNATION ONLY: Low-Income Board Member?  Yes  No

Resident of low-income neighborhood

Elected representative of low-income neighborhood organization

Other low-income community resident

Annual household income Below 80% of Area Median Income

(adjusted for family size) Greater than 80% of Area Median income

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

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

Sex: \_\_\_\_\_ Occupation: \_\_\_\_\_

Primary Contribution to the Board: \_\_\_\_\_

Length of Board Service: \_\_\_\_\_ Date Board Term Expires: \_\_\_\_\_

FOR CHDO DESIGNATION ONLY: Low-Income Board Member?  Yes  No



**APPLICATION FOR THE 2014 & 2015 HOME PROGRAM  
CHDO FUND  
SHELBY COUNTY DEPARTMENT OF HOUSING**

**1. APPLICANT INFORMATION**

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

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

City: \_\_\_\_\_ County: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Telephone #: \_\_\_\_\_

**Applicant's E-mail Address:** \_\_\_\_\_

Federal Tax Identification #: 62-\_\_\_\_\_ or 58-\_\_\_\_\_

Federal Legislative District: House: \_\_\_\_\_

State Legislative District: House: \_\_\_\_\_ Senate: \_\_\_\_\_

**DUNS #** \_\_\_\_\_

**2. PROPOSED PROGRAM ADMINISTRATOR**

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

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

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

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**Proposed Administrator's E-mail Address:** \_\_\_\_\_

**3. CONTACT PERSON**

If the Shelby County Department of Housing has questions regarding this application, they should contact:

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

Telephone #: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

4. **PROJECT TYPE**

Homeownership \_\_\_\_\_ Number of units \_\_\_\_\_

Rental \_\_\_\_\_ Number of units \_\_\_\_\_

City or County in which your project will be located:  
\_\_\_\_\_

If a multi-county project, the number of units in each county:  
\_\_\_\_\_

5. **PROPOSED FUNDING SOURCES** (*Commitment letters for leveraged funds must be attached*)

HOME Program Funds \_\_\_\_\_

**Total HOME Grant** \_\_\_\_\_

Other Federal Funds \_\_\_\_\_

Local Government or Agency Funds \_\_\_\_\_

Other (describe) \_\_\_\_\_

**TOTAL PROGRAM COST** \_\_\_\_\_

6. **ALL CHDOS MUST INCLUDE THE FOLLOWING WITH THEIR APPLICATIONS:**

\_\_\_\_\_ Copy of latest audit or audited financial statement

To the best of my knowledge, I certify that the information in this application is true and correct and that the document has been duly authorized by the governing body of the applicant. I will comply with the program rules and regulations if assistance is approved. I also certify that I am aware that providing false information on the application can subject the individual signing such application to criminal sanction up to and including a Class B Felony.

Executive Director or Chairman of the Board:

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

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

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

\_\_\_\_\_

**PART II**

**HOME PROGRAM NARRATIVE**

1. Briefly describe your proposed project. Tell what you are going to do, where you are going to do it, who and how many will benefit, and how you will use the grant funds. Attach an implementation plan that includes a listing of the major tasks in the project and the expected timeframe for completion, such as the date when construction will begin.

**The proposed project must provide homeownership or rental opportunities to for low-to moderate-income individuals within Shelby County outside the City of Memphis**









**HOME PROGRAM SUMMARY FORM  
HOMEOWNERSHIP UNITS**

	<b># of Units</b>	<b>HOME Funds Per Unit</b>	<b>Other Funds Per Unit</b>	<b>Total Cost Per Unit</b>
New Construction		\$	\$	\$
Acquisition		\$	\$	\$
Rehabilitation		\$	\$	\$
<b>TOTAL</b>		\$	\$	\$

**TENANT OCCUPIED UNITS**

	<b># of Units</b>	<b>HOME Funds Per Unit</b>	<b>Other Funds Per Unit</b>	<b>Total Cost Per Unit</b>
New Construction		\$	\$	\$
Acquisition		\$	\$	\$
Rehabilitation				
Acquisition & Rehabilitation		\$	\$	\$
<b>TOTAL</b>		\$	\$	\$

### HOME PROJECT BUDGET

Funding Source	Home Ownership	Rental Acquisition	Rental Rehab	Rental New Construct	Admin Funds	TOTAL
<b>HOME FUNDS</b>	\$	\$	\$	\$	\$	\$
<b>Other Federal Funds</b>	\$	\$	\$	\$	\$	\$
<b>Other State Funds</b>	\$	\$	\$	\$	\$	\$
<b>Local Gov't or Agency Funds</b>	\$	\$	\$	\$	\$	\$
<b>First Mortgage Funds</b>	\$	\$	\$	\$	\$	\$
<b>Private Funds</b>	\$	\$	\$	\$	\$	\$
<b>Donated Land, Labor Materials</b>	\$	\$	\$	\$	\$	\$
<b>Other</b>	\$	\$	\$	\$	\$	\$
<b>TOTAL</b>	\$	\$	\$	\$	\$	\$

# Part XV: Market Study

Cite the sources of information used in the market determination. Those sources may include: (1) Local realtor associations, (2) Local or MSA based apartment associations, (3) Local association of homebuilders, (4) U.S. Census data, (5) THDA, or (6) other sources.

## PROJECT DESCRIPTION

**Definition of primary market area (*the geographic area from which the project is expected to draw the majority of its residents*).**

--

**Briefly describe the community's target market.**

--

**Briefly describe the proposed development.**

--

**LOCATION**

Provide a brief analysis of neighborhood amenities available including: transportation linkages, shopping, schools, medical services, public transportation, places of worship, recreational amenities and other services such as libraries, community centers, banks, etc.

Amenity	Description	Distance	Direction (N,S,E,W)

**DEMOGRAPHIC AND HOUSING PROFILE AND TRENDS**

Attach demographic data to analysis including the source from which the information was taken from. County-level data should be sufficient for most market areas. Demographic information can be found at the following website: <http://factfinder2.census.gov/faces/nav/jsf/pages/index.xhtml>

*At a minimum, demographic data should include the following variables:*

1. *Current total population.*
2. *Population trend.*
3. *Current total households.*
4. *Median household income.*
5. *Median family income.*
6. *Total housing units.*
  - a. *Occupied housing units.*
    - i. *Owner-occupied housing units.*
    - ii. *Population in owner-occupied housing units.*
    - iii. *Renter-occupied housing units.*
    - iv. *Population in renter-occupied housing units.*

- b. Vacant housing units.
  - i. For rent.
  - ii. For sale.
- c. Homeowner vacancy rate (percent)
- d. Rental vacancy rate (percent)
- e. Total housing units built before 1960 (count & percent)

**RENTAL PROJECTS – SUPPLY AND DEMAND ANALYSIS**

Competing properties may include nearby rental units and other affordable housing options. Refer to HUD’s CPD Maps for assistance with online data and mapping:  
<http://egis.hud.gov/cpdmaps/>

Competing Property	Description	Vacancy Rate	Distance	Direction (N,S,E,W)

Characteristics of households likely to be attracted to the development.

Have any specific residents been already identified?

<b>Income eligible households.</b>	<b>Number</b>	<b>%</b>
Total households below 30% Adjusted HOME income limits.		
Total “very low-income” households below 50% Adjusted HOME income limits.		
Total households below 60% Adjusted HOME income limits.		
Total “low-income” households below 80% Adjusted HOME income limits.		

<http://www.thda.org/DocumentCenter/View/3681>

<b>Competitive advantages or disadvantages of the proposed development for attracting renters.</b>

**HOME OWNERSHIP PROJECTS – SUPPLY AND DEMAND ANALYSIS**

Provide data for existing comparable homes for sale.

<b>Comparable Home Location</b>	<b>Sales Price</b>	<b>Distance</b>	<b>Direction (N,S,E,W)</b>

<b>Characteristics of households likely to be attracted to the development.</b>

<b>Income eligible households.</b>	<b>Number</b>	<b>%</b>
Total households below 30% Adjusted HOME income limits.		
Total “very low-income” households below 50% Adjusted HOME income limits.		
Total households below 60% Adjusted HOME income limits.		
Total “low-income” households below 80% Adjusted HOME income limits.		
<b>Competitive advantages or disadvantages of the proposed development for attracting buyers.</b>		

**CONCLUSIONS**

**Summarize the most important points of the market study that demonstrate that market conditions exist for the proposed project.**

Please address the all of the following questions:

1. Is the proposed project truly affordable based on the area median income?  
Example: At 30% of the area median income, what is the monthly mortgage or rent payment for the project and given those parameters is the project feasible?

2. Is there a need for the proposed project?

Example: For rental projects, what are the local rental vacancy rates for units comparable to those proposed? For homeownership projects, how many homeownership units are currently for sale in the proposed sales price range and how long have they been on the market?

3. Can the proposed project sustain itself over time without additional subsidy and if not, what are the proposed future sources of that subsidy?

4. Are the HUD rent and per unit subsidy limits reflective of the local market or do those limits exceed the prevailing local conditions?

Example: In many jurisdictions, the HOME rent limits and sales price limits are higher than the local market can support. Does the proposed project assume those HOME limits or is it reflective of prevailing local conditions?

## Section XVI: APPLICANT CERTIFICATIONS

The undersigned applicant seeks an allocation or grant through Shelby County (hereafter "County"), of HOME Investment funds. The applicant understands these funds are made available through the United States Department of Housing and Urban Development (HUD) and to facilitate the receipt of these funds the grant recipient agrees and certifies to comply with all applicable County and HUD rules, and specifically agrees and certifies as follows:

1. The applicant, government, or organization will abide with all the requirements of 24 CFR Part 92 HOME Investment Partnership Program.
2. If the application is approved, the government or organization will develop and implement a "Policy and Procedures for Outreach to Minority and Women Business Enterprises" acceptable to the County.
3. If the application is approved, the government or organization will develop and implement an "Affirmative Marketing Policies and Procedures" acceptable to the County.
4. That the government of organization will comply with other applicable Federal Requirements in 24 CFR Part 92 as follows:
  - a. Section 92.350 Equal Opportunity and Fair Housing.
  - b. Section 92.351 Affirmative Marketing.
  - c. Section 92.352 Environmental Review (but limited to providing the county with the information the County requires to carry out its environmental review function).
  - d. Section 92.353 Displacement, Relocation and Acquisition.
  - e. Section 92.354 Labor.
  - f. Section 92.355 Lead-Based Paint.
  - g. Section 92.356 Conflict of Interest.
  - h. Section 92.357 Executive Order 12372.
5. That it is not primarily a religious organization or will not use its funds to assist a primarily religious organization as provided by Section 92.257 of 24 CFR Part 92.
6. That, if the organization is approved, it will provide staff and other resources at its own expense to adequately administer and supervise the project including additional administrative functions as may be required during the "affordability period" of the project.
7. That it will administer the program according the uniform administrative requirements of OMB Circular No. A-87 and the requirements of 24 CFR Part 85, Sections 85.6, 85.12, 85.20, 85.22, 85.26, 85.35, 85.36, 85.44, 85.51, and 85.52.
8. If the applicant is a non-profit organization, it will abide by the requirements of OMB Circular No. A-112, and OMB Circular A-110, B, F, H paragraph 2, and O.

9. Before committing any funds to a project, the applicant will evaluate the project in accordance with the guidelines provided by the County for this purpose and will not invest any more HOME funds in combination with other federal assistance than is necessary to provide affordable housing.
10. It will comply with the acquisition and relocation requirements of Uniform Relocation assistance and Real Estate Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24 and the requirements of 24 CFR Part 92.253.
11. It will use HOME funds pursuant to the County's Consolidated Plan approved by HUD and all requirements of 24 CFR Part 92.
12. It will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an ongoing drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace,
    - (2) The participating jurisdiction's policy of maintaining a drug-free workplace,
    - (3) Any available drug counseling, rehab, and employee assistance programs, and;
    - (4) Penalties that may be imposed upon employees for drug abuse violations in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).
  - d. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement, and
    - (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the rehabilitation Act of 1973, as amended, or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposed by a Federal, State, or local health, law enforcement, or the appropriate agency;
- g. Making a good fail effort to continue to maintain a drug-free workplace through implementation of paragraphs 14 A, B, C, D, E and F;
- h. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

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13. To the best of its knowledge and belief:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding 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;
  - b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
14. If HUD orders the County to take any corrective or remedial actions as outlined in Section 92.551 that are the result of any action taken by the applicant, the applicant will take any action required to prevent a continuation of the deficiency, mitigate to the extent possible, its adverse effects or consequences and prevent its recurrence. These remedies could, among other action, include repaying HOME funds to the HOME Investment Trust Fund.

**NAME OF AGENCY OR NON-PROFIT ORGANIZATION:**

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(Must be signed by an authorized individual of the non-profit organization)

**SIGNATURE:** \_\_\_\_\_

**TYPED NAME AND TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**STATE OF TENNESSEE**

**COUNTY OF**

On the \_\_\_\_\_ day of \_\_\_\_\_, before me, a notary public for the state and county aforesaid, appeared \_\_\_\_\_ to me personally known, to be the same individual(s) directed who executed the foregoing instrument and that he/she/they executed the same.

IN WITNESS WHEREOF, I have set my hand and official seal or office.

**NOTARY PUBLIC**

**MY COMMISSION EXPIRES:**

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# **Shelby County HOME Program**

**CHDOs**

**Community Housing Development Organizations**

**MATCH GUIDELINES  
24 CFR 92.219 – 92.220**

## 92.219 Recognition Of Matching Contribution

[Code of Federal Regulations]

[Title 24, Volume 1]

[Revised as of April 1, 2001]

From the U.S. Government Printing Office via GPO Access

[CITE: 24CFR92.219]

- a. Match contribution to HOME-assisted housing. A contribution is recognized as a matching contribution if it is made with respect to:
  1. A tenant who is assisted with HOME funds;
  2. A HOME-assisted unit;
  3. The portion of a project that is not HOME-assisted provided that at least 50 percent of the housing units in the project are HOME-assisted. If the match contribution to the portion of the project that is not HOME-assisted meets the affordable housing requirements of 92.219(b)(2), the percentage requirement for HOME-assisted units does not apply; or
  4. The commercial space in a mixed-use project in which at least 51 percent of the floor space is residential provided that at least 50 percent of the dwelling units are HOME-assisted.
  
- b. Match contribution to affordable housing that is not HOME-assisted. The following requirements apply for recognition of matching contributions made to affordable housing that is not HOME-assisted:
  1. For tenant-based rental assistance that is not HOME-assisted:
    - i. The contribution must be made with respect to a tenant who is assisted with tenant-based rental assistance that meets the requirements of **92.203** (Income determinations) and paragraphs (a), (c), (f), and (i) of **92.209** (Tenant-based rental assistance); and
    - ii. The participating jurisdiction must demonstrate in writing that such assistance meets the provisions of 92.203 and 92.209 (except 92.209(e)).
  
  2. For affordable housing that is not HOME-assisted:
    - i. The contribution must be made with respect to housing that qualifies as affordable housing under 92.252 or **92.254**.
    - ii. The participating jurisdiction or its instrumentality must execute, with the owner of the housing (or, if the participating jurisdiction is the owner, with the manager or developer), a written agreement that imposes and enumerates all of the affordability requirements from 92.252 and 92.253(a) and (b)

(Tenant protections), or 92.254, whichever are applicable; the property standards requirements of 92.251; and income determinations made in accordance with 92.203. This written agreement must be executed before any match contributions may be made.

- iii. A participating jurisdiction must establish a procedure to monitor HOME match-eligible housing to ensure continued compliance with the requirements of 92.203 (Income determinations), 92.252 (Qualification as affordable housing: Rental housing), 92.253(a) and (b) (Tenant protections) and 92.254 (Qualification as affordable housing: Homeownership). No other HOME requirements apply.
- iv. The match may be in any eligible form of match except those in 92.220(a)(2) (forbearance of fees), (a)(4) (on-site and off-site infrastructure), (a)(10) (direct cost of supportive services) and (a)(11) (direct costs of homebuyer counseling services).
- v. Match contributions to mixed-use or mixed-income projects that contain affordable housing units will be recognized only if the contribution is made to the project's affordable housing units.

## 92.220 Form Of Matching Contribution

[Code of Federal Regulations]  
[Title 24, Volume 1]  
[Revised as of April 1, 2001]  
From the U.S. Government Printing Office via GPO Access  
[CITE: 24CFR92.220]

- a. Eligible forms. Matching contributions must be made from nonfederal resources and may be in the form of one or more of the following:
1. Cash contributions from nonfederal sources. To be recognized as a cash contribution, funds must be contributed permanently to the HOME program (or to affordable housing not assisted with HOME funds), regardless of the form of investment provided to the project. Therefore, to receive match credit for the full amount of a loan to a HOME project, all repayment, interest, or other return on investment of the contribution must be deposited in the local account of the participating jurisdiction's HOME Investment Trust Fund to be used for eligible HOME activities in accordance with the requirements of this part. A cash contribution to affordable housing that is not assisted with HOME funds must be contributed permanently to the project. Repayments of matching contributions in affordable housing projects, as defined in § 92.219(b), that are not HOME-assisted, must be made to the local account of the participating jurisdiction's HOME Investment Trust Fund to get match credit for the full loan amount.
    - i. A cash contribution may be made by the participating jurisdiction, non-Federal public entities, private entities, or individuals, except as prohibited under paragraph (b)(4) of this section. A cash contribution made to a nonprofit organization for use in a HOME project may be counted as a matching contribution.
    - ii. A cash contribution may be made from program income (as defined by 24 CFR § 85.25(b)) from a Federal grant earned after the end of the award period if no Federal requirements govern the disposition of the program income. Included in this category are repayments from closed out grants under the Urban Development Action Grant Program (24 CFR part 570, subpart G) and the Housing Development Grant Program (24 CFR part 850), and from the Rental Rehabilitation Grant Program (24 CFR part 511) after all fiscal year Rental Rehabilitation grants have been closed out.
    - iii. The grant equivalent of a below-market interest rate loan to the project that is not repayable to the participating jurisdiction's HOME Investment Trust Fund may be counted as a cash contribution, as follows:
      - A. If the loan is made from funds borrowed by a jurisdiction or public agency or corporation the contribution is the present discounted cash value of the difference between the payments to be made on the borrowed funds and payments to be received from the

loan to the project based on a discount rate equal to the interest rate on the borrowed funds.

B. If the loan is made from funds other than funds borrowed by a jurisdiction or public agency or corporation, the contribution is the present discounted cash value of the yield foregone. In determining the yield foregone, the participating jurisdiction must use as a measure of a market rate yield one of the following, as appropriate:

1. With respect to one- to four-unit housing financed with a fixed interest rate mortgage, a rate equal to the 10-year Treasury note rate plus 200 basis points;
2. With respect to one- to four-unit housing financed with an adjustable interest rate mortgage, a rate equal to the one-year Treasury bill rate plus 250 basis points;
3. With respect to a multifamily project, a rate equal to the 10-year Treasury note rate plus 300 basis points; or
4. With respect to housing receiving financing for rehabilitation, a rate equal to the 10-year Treasury note rate plus 400 basis points.

iv. Proceeds of bonds that are not repaid with revenue from an affordable housing project (e.g., general obligation bonds) and that are loaned to a HOME-assisted or other qualified affordable housing project constitute a cash contribution under this paragraph.

(v) A cash contribution may be counted as a matching contribution only if it is used for costs eligible under §§ 92.206 or 92.209, or for the following (which are not HOME eligible costs): the cost of removing and relocating an ECHO housing unit during the period of affordability in accordance with § 92.258(d)(3)(ii), payments to a project reserve account beyond payments permitted by §92.206(d)(5), operating subsidies, or costs relating to the portion of a mixed-income or mixed-use HOME-assisted project not related to the affordable housing units.

2. Forbearance of fees.

- i. State and local taxes, charges or fees. The value (based on customary and reasonable means for establishing value) of State or local taxes, fees, or other charges that are normally and customarily imposed or charged by a State or local government on all transactions or projects in the conduct of its operations, which are waived, foregone, or deferred (including State low-income housing tax credits) in a manner that achieves affordability of HOME-assisted projects, may be

counted as match. The amount of any real estate taxes may be based on post-improvement property value. For taxes, fees, or charges that are forgiven for future years, the value is the present discounted cash value, based on a rate equal to the rate for the Treasury security with a maturity closest to the number of years for which the taxes, fees, or charges are waived, foregone, or deferred.

- ii. Other charges or fees. The value of fees or charges associated with the transfer or development of real estate that are normally and customarily imposed or charged by public or private entities, which are waived or foregone, in whole or in part, in a manner that achieves affordability of HOME-assisted projects, may be counted as match. Fees and charges under this paragraph do not include fees or charges for legal or other professional services; professional services which are donated, in whole or in part, are an eligible matching contribution in accordance with paragraph (a)(7) of this section.
  - iii. Fees or charges that are associated with the HOME Program only (rather than normally and customarily imposed or charged on all transactions or projects) are not eligible forms of matching contributions.
3. Donated Real Property. The value, before the HOME assistance is provided and minus any debt burden, lien, or other encumbrance, of donated land or other real property may be counted as match. The donation may be made by the participating jurisdiction, non-Federal public entities, private entities, or individuals, except as prohibited under paragraph (b)(4) of this section.
- i. Donated property not acquired with Federal resources is a contribution in the amount of 100% of the value.
  - ii. Donated property acquired with Federal assistance may provide a partial contribution as follows. The property must be acquired with Federal assistance specifically for a HOME project (or for affordable housing that will be counted as match pursuant to § 92.219(b)(2)). The property must be acquired with the Federal assistance at demonstrably below the appraised value and must be acknowledged by the seller as a donation to affordable housing at the time of the acquisition with the Federal assistance. The amount of the contribution is the difference between the acquisition price and the appraised value at the time of acquisition with the Federal assistance. If the property is acquired with the Federal assistance by someone other than the HOME project (or affordable housing) owner, to continue to qualify as a contribution, the property must be given to the HOME project (or affordable housing) owner at a price that does not exceed the amount of the Federal assistance used to acquire the property.
  - iii. Property must be appraised in conformance with established and generally recognized appraisal practice and procedures in

common use by professional appraisers. Opinions of value must be based on the best available data properly analyzed and interpreted. The appraisal of land and structures must be performed by an independent, certified appraiser.

4. The cost, not paid with Federal resources, of on-site and off-site infrastructure that the participating jurisdiction documents are directly required for HOME-assisted projects. The infrastructure must have been completed no earlier than 12 months before HOME funds are committed to the project.
5. Proceeds from multifamily and single family affordable housing project bond financing validly issued by a State or local government, or an agency or instrumentality of a State or local government or a political subdivision of a State and repayable with revenues from the affordable housing project financed as follows:
  - i. Fifty percent of the loan amount made from bond proceeds to a multifamily affordable housing project owner may qualify as match.
  - ii. Twenty-five percent of the loan amount from bond proceeds made to a single-family affordable housing project owner may qualify as match.
  - iii. Loans made from bond proceeds may not constitute more than 25 percent of a participating jurisdiction's total annual match contribution.
6. The reasonable value of donated site-preparation and construction materials, not acquired with Federal resources. The value of site-preparation and construction materials is to be determined in accordance with the participating jurisdiction's cost estimate procedures.
7. The reasonable rental value of the donated use of site preparation or construction equipment.
8. The value of donated or voluntary labor or professional services (see § 92.354(b)) in connection with the provision of affordable housing. A single rate established by HUD shall be applicable for determining the value of unskilled labor. The value of skilled labor or professional services shall be determined by the rate that the individual or entity performing the labor or service normally charges.
9. The value of sweat equity (see § 92.354(c)) provided to a homeownership project, under an established component of a participating jurisdiction's program, up until the time of project completion (i.e., submission of a project completion form). Such labor shall be valued at the rate established for unskilled labor at paragraph (a)(8) of this section.

10. The direct cost of supportive services provided to families residing in HOME-assisted units during the period of affordability or receiving HOME tenant-based rental assistance during the term of the tenant-based rental assistance contract. The supportive services must be necessary to facilitate independent living or be required as part of a self-sufficiency program. Examples of supportive services include: case management, mental health services, assistance with the tasks of daily living, substance abuse treatment and counseling, day care, and job training and counseling.
  11. The direct cost of homebuyer counseling services provided to families that acquire properties with HOME funds under the provisions of § 92.254(a), including ongoing counseling services provided during the period of affordability. These services may be provided as part of a homebuyer counseling program that is not specific to the HOME Program, but only the cost of services to families that complete purchases with HOME assistance may be counted as match.
- b. Ineligible forms. The following are examples that do not meet the requirements of paragraph (a) of this section and do not count toward meeting a participating jurisdiction's matching contribution requirement:
1. Contributions made with or derived from Federal resources or funds, regardless of when the Federal resources or funds were received or expended. CDBG funds (defined in 24 CFR 570.3) are Federal funds for this purpose;
  2. The interest rate subsidy attributable to the Federal tax-exemption on financing or the value attributable to Federal tax credits;
  3. Owner equity or investment in a project; and
  4. Cash or other forms of contributions from applicants for or recipients of HOME assistance or contracts, or investors who own, are working on, or are proposing to apply for, assistance for a HOME-assisted project. The prohibition in this paragraph (b)(4) does not apply to contractors (who do not own any HOME project) contributing professional services in accordance with paragraph (a)(8) of this section or to persons contributing sweat equity in accordance with paragraph (a)(9) of this section.