

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

Request for Proposals

Low Income Housing Tax Credit Program Compliance Monitoring

and

HOME Investment Partnerships Program Monitoring Services

Contact Information:

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Submit Proposals To:

Dakota County Community Development Agency
Attn: Katherine Kugel
1228 Town Centre Drive
Eagan MN 55123

Request for Proposal Date:

June 7, 2021

Submission Date and Time:

~~July 2, 2021~~ July 16, 2021, 4:00 pm

Anticipated Contract Start:

October 1, 2021

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ATTACHMENTS:

- A. Contract Terms – Low Income Housing Tax Credit Program
 - A.1. Price Proposal Form – Low Income Housing Tax Credit Program
- B. Contract Terms – HOME Investment Partnerships Program
 - B.1. Price Proposal Form – Home Investment Partnerships Program

EXHIBITS:

- A. Portfolio Listing – Low Income Housing Tax Credit Program
- B. Project Listing – HOME Investment Partnerships Program
 - B.1. DCCDA Projects Review Tracking Worksheet
 - B.2. Consortia Rental

SECTION 1. PROPOSAL INFORMATION

1.1 PURPOSE

The Dakota County Community Development Agency (DCCDA), a Suballocator of Housing Tax Credits as designated by the Minnesota Legislature, is issuing this Request for Proposals (RFP) seeking the services of a qualified Contractor to undertake physical inspections and on-site file reviews of properties that have been awarded/financed by the Low Income Housing Tax Credit Program (the “LIHTC Program”) in Dakota County.

Additionally, Dakota County is a Participating Jurisdiction (PJ) for the U.S. Department of Housing & Urban Development HOME Investment Partnerships Program (the “HOME Program”) and serves as the lead entity for the Dakota County HOME Consortium (the “Consortium”). As the PJ and the Lead, Dakota County is responsible for ensuring that all Consortium HOME funds are used in compliance with HOME requirements (See 24 CFR 92.504(a) for a description of Lead responsibilities). Dakota County and the DCCDA enter into an annual subrecipient agreement, pursuant to which the DCCDA assumes responsibility for administering the Dakota County HOME Program, as well as ensuring all PJ requirements are met. The DCCDA seeks proposals for completion of monitoring functions for the Dakota County HOME Program as well as monitoring each consortium member’s monitoring.

Specific qualifications and services to be provided are outlined in Section 3 and Section 4 of this RFP.

Offerors can respond to either (A) LIHTC Program monitoring and inspection services or (B) HOME Program monitoring and inspection services or (C) both, Low Income Housing Tax Credit Program monitoring and HOME Investment Partnerships Program monitoring.

1.2 PROCUREMENT METHOD

This Contract will be awarded in accordance with the competitive sealed proposals process as outlined in the DCCDA’s Statement of Procurement Policy.

1.3 QUESTIONS

Questions will be accepted from prospective Offerors and should be submitted in a timely manner to Katherine Kugel only. E-mail submission of questions is preferable, but questions will also be accepted by mail or facsimile to Katherine Kugel.

Katherine Kugel will decide whether an answer can be given before the closing date, based on the availability of time to research and communicate an answer. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all offerors who are known to have received a copy of this RFP.

1.4 PROPOSAL SUBMISSION REQUIREMENTS AND DEADLINE

For Low Income Housing Tax Credit Program: An unbound, clearly marked original and two (2) copies of the Technical Proposal, in a separate sealed envelope marked “Tax Credit Compliance Monitoring – Technical Proposal” and an unbound, clearly marked original and two (2) copies of the Price Proposal in a separate sealed envelope marked “Tax Credit Compliance Monitoring – Price Proposal” must be received at the DCCDA no later than the date and time listed on the Cover Page Summary Sheet, in order to be considered. The original shall be clearly identified and shall bear the original signature of the individual authorized to commit the firm.

For HOME Investment Partnerships Program: An unbound, clearly marked original and two (2) copies of the Technical Proposal, in a separate sealed envelope marked “HOME Investment Partnerships Monitoring – Technical Proposal” and an unbound, clearly marked original and two (2) copies of the Price Proposal in a separate sealed envelope marked “HOME Compliance Monitoring – Price Proposal” must be received at the DCCDA no later than the date and time listed on the Cover Page Summary Sheet, in order to be considered. The original shall be clearly identified and shall bear the original signature of the individual authorized to commit the firm.

Requests for an extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt at the DCCDA. Proposals submitted by e-mail or facsimile will not be accepted. Opened proposals will not be returned to Offerors.

1.5 MULTIPLE OR ALTERNATE PROPOSALS

Neither multiple nor alternate proposals for the same services will be accepted.

1.6 DURATION OF OFFER

Proposals submitted in response to this RFP are irrevocable for a period of ninety (90) days following the closing date. This period may be extended at Katherine Kugel’s request only with the Offeror’s written agreement.

1.7 MANDATORY CONTRACTUAL TERMS

By submitting a proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the standard contract terms and conditions, included as Attachment A – LIHTC, Attachment B - HOME or both Attachments A and B if submitting proposals for both services. Any exceptions to this RFP, or Attachment A and/or Attachment B attached, must be clearly identified in the Executive Summary submitted with the Technical Proposal. A proposal that takes exception to these terms may be rejected.

1.8 INCORPORATION OF RFP AND PROPOSAL

The applicable sections of this RFP and the successful Offeror's proposal shall be incorporated into the resulting contract(s).

1.9 CONFLICT OF INTEREST

Each Offeror warrants that there are no relevant facts or circumstances that give rise or will give rise to a conflict of interest. For purposes of this Contract, a conflict of interest is defined as a relationship of such a character that would raise doubts in the mind of an independent observer about the Contractor's ability to conduct an impartial inspection of the property.

Offerors shall disclose, as part of their technical proposal, a list of properties where the Contractor maintains a current contractual relationship or had a previous contractual relationship with either the owner or managing agent of the property or have conducted prior inspections of the property for other entities within the past three (3) years of the closing date of this RFP. In addition, Offerors shall review Exhibit A and Exhibit B and disclose, as part of their technical proposal, a list of prior or ongoing business relationships with owners or managers of properties listed in Exhibit A or properties or projects listed in Exhibit B that could cause a conflict of interest. Because of the limited number of qualified Offerors and because of the potential for conflict of interest, Offeror shall detail in their proposal their option for dealing with the potential conflict.

The successful Offeror who is awarded the contract has a continuing obligation to disclose to DCCDA the above information through the term of the contract and subsequent renewals, if any.

Katherine Kugel will make a determination as to whether a conflict of interest exists. If it is determined that there is a conflict of interest, and that conflict of interest cannot be resolved, Katherine Kugel may reject the offer. If a conflict arises during the term of the contract or any subsequent renewals, DCCDA reserves the right, in its sole discretion, to terminate the contract if the conflict can not be resolved to DCCDA's satisfaction.

1.10 REVISIONS TO THE RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective Offerors that were sent this RFP or otherwise are known by Katherine Kugel to have obtained this RFP. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such amendment.

1.11 RFP CANCELLATION / REJECTION

The DCCDA reserves the right to cancel this RFP at any time prior to contract award. The DCCDA also reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP and to waive or permit cure of minor irregularities in any manner necessary to serve the best interests of the DCCDA. Offerors whose proposals are not accepted will be notified in writing.

1.12 INCURRED EXPENSES

The DCCDA will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal or in performing any other activities relative to this solicitation.

1.13 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP.

1.14 ACCESS TO PUBLIC RECORDS ACT NOTICE

Offerors should give specific attention to the clear identification of those portions of their proposal that are considered confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the DCCDA. This information is to be placed after the Title Page and before the Table of Contents of the respective proposal to facilitate public inspection of the non-confidential portion of the proposal. Respondents are advised that, upon request for this information from a third party, DCCDA is required to make an independent determination whether the information may be disclosed.

SECTION 2. CONTRACT INFORMATION

2.1 PARTIES TO THE CONTRACT(S)

The contract(s) entered into as a result of the response to this RFP shall be by and between the successful Offeror(s) as Contractor(s) and DCCDA, and shall include the terms and conditions of Attachment A and/or Attachment B of this RFP and generally the provisions of this RFP. Any exceptions must be clearly identified in the Executive Summary section of the Technical Proposal. Attachment A and Attachment B is included for information only and is not to be submitted with the Offeror's proposal.

2.2 CONTRACT TERM

The Contract(s) shall commence on or about October 1, 2021, after all appropriate DCCDA approvals have been obtained and the Contract(s) has been executed by both parties, and will terminate three years from the date of contract execution unless the DCCDA exercises its option to renew the contract for a further period or periods as follows:

The DCCDA may renew the contract(s) beyond its initial contract period for a maximum of two (2) one-year periods at the same terms and conditions, by giving the Contractor(s) reasonable written notice of the DCCDA's intent to renew each additional one-year period prior to the end of the then current period. The exercise of this right to renew is a unilateral option of the DCCDA which the DCCDA may or may not exercise each year in its sole subjective discretion.

2.3 CONTRACT TYPE

For Low Income Housing Tax Credit: The contract awarded as a result of this solicitation shall be a fixed-price contract based on a per unit charges.

For HOME Investment Partnerships Program: The contract award as a result of this solicitation shall be a fixed-price contract based on a project basis charges.

2.4 COMPENSATION AND METHOD OF PAYMENT

For LIHTC Monitoring, the Contractor will be compensated annually by each Project Owner. In December of each LIHTC Program Year, the Contractor shall invoice (in accordance with Attachment A.1. – Price Proposal) each Property owner for services to be provided.

For HOME Monitoring, the Contractor will be compensated annually by the DCCDA. In November of each HOME Program Year, the Contractor shall invoice (in accordance with Attachment B.1. – Price Proposal).

2.5 SCOPE OF CONTRACT

It is anticipated that work to be performed and the services to be provided by the Contractor(s) will consist of the items described in Section(s) 3.2 and/or 3.3, depending on what services Offeror is responding to in this RFP and any and all Exhibits outlining the services to be provided.

2.6 CONTRACTOR RESPONSIBILITIES

The Contractor(s) will assume sole responsibility for all work to be performed under their Contract and will be the sole point of contact for DCCDA with regard to contractual matters.

The Contractor(s) shall be responsive, provide feedback regarding deficiencies and be proactive and ready to respond to questions as they arise.

The Contractor(s) shall report, via email message, any Uniform Physical Condition Standards (UPCS) inspection deficiencies within 36 hours to the Program Manager at the DCCDA to ensure the deficiency can be resolved swiftly.

2.7 WORK PRODUCTS

All products, including work papers, draft documents, notes, calculations and all other written materials regarding the engagements prepared under the terms of this contract are the property of the DCCDA and shall be delivered at the end of each reporting year in a form useable to DCCDA.

2.8 INDEMNIFICATION

The Contractor(s) agrees to indemnify and hold harmless DCCDA from all liability which may hereafter be incurred by reason of dissemination, publication, distribution, or circulation in any manner whatsoever of any information, data, or records pertaining in any way to the contract by the Contractor and its employees.

2.9 LOSS OF DATA

In the event of loss of any DCCDA data or records where such loss is due to the intentional act or omission or negligence of the Contractor(s) or any of its subcontractors or agents, the Contractor(s) shall be responsible for recreating such lost data in the manner and on the schedule set by the DCCDA.

2.10 CONFIDENTIALITY

The Contractor(s) agrees that all documents and materials, including but not limited to, reports, correspondence, studies, estimates, tests, photographs, or other materials relating to properties monitored pursuant to this contract shall not be shared with third parties, other than the project owner or its duly authorized agents, without the prior written consent of the DCCDA.

SECTION 3. SCOPE OF SERVICES

3.1 BACKGROUND

Low Income Housing Tax Credit Program

Section 42 (“§42”) of the Internal Revenue Code of 1986, as amended (the “Code”) established the Low-Income Housing Tax Credit Program (the “LIHTC Program”). The Internal Revenue Service (the “IRS”), as part of Treasury, administers the LIHTC Program. The LIHTC Program grants owners of rental properties substantial credits against their federal income tax liability in exchange for leasing affordable rental housing units to qualified low-income households and individuals.

In 1987, the Dakota County Community Development Agency (DCCDA) was designated, as required by the Code, as a Suballocator within the State of Minnesota responsible for allocating tax credits and monitoring participant compliance. Within DCCDA, the Community & Economic Development Department is responsible for monitoring compliance by LIHTC Program Participants within the provisions of the Code. Specific information on administration of the LIHTC Program in Dakota County may be found in DCCDA’s Qualified Allocation Plan (QAP). Copies of the QAP are available through DCCDA’s website at: <https://www.dakotacda.org/doing-business-with-the-cda/housing-finance-resources/> § 42 and applicable Treasury Regulations, including without limitation, Treasury Regulations § 1.42-5 (the “Regulations”) require, among other things, that DCCDA or its “Authorized Delegate” conduct periodic site inspections of tax credit properties. The purpose of these inspections is to ensure compliance with the habitability and occupancy standards established by the LIHTC

Program. § 42 and the Regulations also require DCCDA or its Authorized Delegate to conduct an ongoing review of annual certifications and related supporting documents submitted by owners of their compliance with the provisions of the Code. Owners are required by the Code to certify annually to DCCDA, or its Authorized Delegate, their compliance with the various provisions of the Code governing tenant income eligibility, rent eligibility, utility allowances, fair housing, habitability, document retention and other specific Code requirements.

This RFP seeks the services of a qualified Contractor to undertake, as DCCDA's Authorized Delegate, physical inspections and tenant file review, annual desk audits, reviews of the annual Owner's Certificate of Continuing Program Compliance (MHFA HTC-12) and supporting documentation of properties owned by LIHTC Program Participants in Dakota County and annual general tasks (e.g. update Compliance Manual, prepare Part III of 8610, etc.), all in accordance with the requirements of § 42 and the Regulations.

HOME Investment Partnerships Program

In 1992, Dakota County joined with the counties of Anoka, Ramsey and Washington to form the Dakota County Consortium (the "Consortium"). The Consortium has since expanded to include the City of Woodbury. HUD requires the PJ to monitor all subrecipients and project developers at least annually during implementation of the project (24 CFR 92.504(a)).

Rental and homeownership housing that is acquired, developed or constructed with HOME funds must remain affordable to income-eligible households for a period of affordability ranging from 5-20 years.

The PJ must monitor all HOME-funded rental projects on at least an annual basis to verify that the projects remain in compliance with HOME requirements related to tenant income, rent restrictions, unit mix and occupancy, lease provisions and affirmative marketing. On-site inspections of the project and units are required to ensure that property standards continue to be met. Units must meet UPCS and projects must meet the applicable consortium member property standards.

The CDA enters into annual subrecipient agreements with each consortium member, pursuant to which the CDA agrees to provide the consortium member's share of HOME funds, based on HUD's formula. Each consortium member is responsible for implementing their own HOME programs, including monitoring all HOME-funded programs and projects from inception through the end of each project's required period of affordability.

The CDA is responsible for monitoring the Dakota County HOME Program, as well as overseeing each consortium members' monitoring activities, through a review monitoring process.

A summary of the scope of services to be provided is outlined below in Section 3.3 below. Note that the scope of services may be adjusted based on recommendation from the monitoring consultant, new HOME guidance, and/or other information from HUD.

3.2 SCOPE OF SERVICES – Low Income Housing Tax Credit Program

A. Portfolio Description.

DCCDA currently administers a portfolio of approximately 43 properties with a total of 2,107 income restricted rental units participating in the LIHTC Program (the “Portfolio”). The Portfolio includes a wide variety of building types such as apartments and townhome dwellings throughout the County. DCCDA anticipates that it will experience an increase in the size of the Portfolio of around 6 properties with approximately 730 additional units for the foreseeable future. A detailed list of properties is attached for informational purposes as Exhibit A to this RFP.

Katherine Kugel will provide the Contractor with an updated list of all properties including building addresses, placed in service dates, contact information, and designation of properties for each year that the Contract is in effect.

B. Anticipated Workload.

1. Site Visit Function. The Contractor should anticipate a site visit inspection for slightly over one third (1/3) of the properties in the Portfolio for each of the three years the Contract is in effect. Annual site visits shall be completed by the end of the third quarter of the calendar year. The Contractor shall be responsible for:
 - a. Scheduling and conducting inspections in accordance with the Regulations.
 - b. Ensuring that all properties are inspected at least every three (3) years and that all new properties are inspected within two (2) years of their place in service dates.
2. Desk Audit Function. The Contractor should anticipate a review of the annual MHFA HTC-12, with supporting documentation for all properties in the Portfolio for each year the Contract is in effect. The Contractor will notify property owners no later than March 31st that documents required to conduct desk audits are to be submitted directly to the Contractor by an agreed upon due date. Desk audit reviews shall be completed by the end of the third quarter of the calendar year. The Contractor shall ensure that desk audit reviews are conducted concurrently with site visit reviews for the 1/3 of properties noted under Section B.1. above. The contractor shall be responsible for:

- a. Reviewing the MHFA HTC-12 in accordance with the Regulations.
 - b. Reviewing the supporting documentation to the MHFA HTC-12 in accordance with the Regulations. Supporting documents include all forms included in Electronic Reporting Program (e.g., Project Information, Building List, Building Map, Utility Allowance, Tenant Income Certification Form, Data Worksheet, Characteristics of Tenant Household, Year 1 Applicable Fraction form or Year 2 or Later Applicable Fraction Summary form).
3. Training Function: The Contractor shall anticipate providing an annual half day training program for LIHTC Program Participants.
 4. General Tasks: The Contractor will be expected to update DCCDA's Compliance Manual, provide ongoing information to DCCDA and Project Owners, develop and maintain database, prepare draft 8823s with documentation, monitor corrective action, prepare compliance monitoring annual report Part III Consolidated IRS form 8810, provide technical assistance to Project Owners, and respond to requests by Minnesota Housing.
 5. Post 15 Year Monitoring: The Contractor shall continue to monitor projects during the Extended Use Period.

C. Work Descriptions.

1. Site Visit.
 - a. Inspection of Building and Units. During the term of the contract the Contractor shall:
 - i. Conduct on-site inspections of all buildings containing tax credit units as well as associated common areas in each property selected for monitoring by the Contractor.
 - ii. Prepare a report format that is Uniform Physical Condition Standards (UPCS) compliant to be used to conduct the inspections. This format must be submitted to and approved by the DCCDA in advance of inspection commencement.
 - iii. Inspect at least twenty percent (20%) of the tax credit units in each low-income building to determine if the building and units satisfy the UPCS as established by the U.S. Department of Housing and Urban Development (HUD) under regulation 24 CFR 5.703. The UPCS does not preempt or supersede local or state building codes. If the HUD standards are met, the Contractor is not required to

determine whether the property meets local health, safety and building codes, however, it is the property owner's responsibility to ensure that the property meets applicable local codes. The property owner is required to maintain a current file of any outstanding local code violation notices, which the Contractor shall review as part of the inspection process and report any unresolved violations to the DCCDA.

- b. Review of Tenant Income Certifications and Rent Records. In conjunction with the building and unit inspections described in Section C. 1. a. above, the Contractor shall review the rent records, including the income certifications and their underlying documentation, for each of the tax credit units undergoing physical inspection. This review shall be performed for occupancy records stored either on- or off-site by the property manager. The purpose of the review is to test compliance by the property owner with the relevant portions of §42 and the Regulations.

2. Desk Audit.

- a. MHFA HTC-12 Review. The Contractor shall review the MHFA HTC-12 in accordance with § 42 and the Regulations and at a minimum shall determine that all questions are answered correctly by the owner, that all required attachments are included, and that the document is properly executed by the owner, general partner, or agent with full authority to legally bind the owner.
- b. Attachments to MHFA HTC-12. The Contractor shall review the Attachments to the MHFA HTC-12 (to be submitted in an electronic format) in accordance with § 42 and the Regulations. The Contractor shall determine at a minimum adherence to the applicable fraction, qualified basis, and all applicable income restrictions, next available unit rule, compliance with the 140% rule, Fair Housing, ADA, and utility allowance provisions as well as any other special provisions which may be mandated by the Extended Use Covenant (e.g., Homelessness Rider) or any other applicable regulatory agreements.
- c. IRS Form 8609 and Schedule A to the 8609. The Contractor shall review the owner's submission of the IRS Form 8609 with Parts I and II completed for every building in the project for the first year of the compliance period. Schedule A to the 8609 shall be reviewed for the first and all subsequent years of the compliance period for every building in the project.

3. Training. The Contractor, at a time and place indicated by the DCCDA and with suitable advance notice, will provide an annual half day training session for LIHTC Program Participants at no additional charge. The agenda shall include, at a minimum, the identification and correction of common compliance issues such as tenant income certification/recertifications, third party verifications, unit health and safety violations, etc. The agenda for the training shall be submitted to the DCCDA at least 30 days in advance of the training date. DCCDA at its expense will provide a site for the training, promotional notices to LIHTC Program Participants, and duplication of training materials. The Contractor will provide qualified trainers to conduct the session as well as a reproducible training manual in advance to be duplicated by DCCDA for attendees.

The Contractor will be allowed to offer additional training(s) for LIHTC Program Participants independent of this RFP.

4. General Tasks.
 - a. Compliance Manual. Monitor all essential changes to Section 42, the Regulations, policies, IRS guidelines as well as revisions to HUD Occupancy Manual 4350.3, Chapter 5; incorporate changes into revisions for DCCDA Section 42 Compliance Manual after coordinating with Minnesota Housing for consistency in interpretation. Incorporate any DCCDA-specific information into compliance manual. The Compliance Manual shall be available to Property Owners and Managers electronically.
 - b. Provide update information to DCCDA, owners and managers as it becomes available: IRS COLA, Section 42 income/rent limits. Provide technical assistance to owners and managers throughout the year. Respond to requests by Minnesota Housing and the public for data not protected under the Minnesota Data Practices Act.
 - c. Develop, implement, and maintain a database to manage information flow for all DCCDA projects. The Contractor must use a Microsoft Windows accessible format in developing these systems so it can be easily transferred to DCCDA.
 - d. Prepare draft form 8823 with documentation for DCCDA; monitor any corrective action taken within three years after filing form 8823 with uncorrected noncompliance to ensure DCCDA files an updated form 8823.

e. Prepare compliance monitoring annual report Part III of Consolidated IRS form 8810 for DCCDA review and signature; submit electronically to Minnesota Housing.

5. Post 15-Year Monitoring. Although there may be no tax impact in the event of noncompliance, the Contractor will need to continue monitoring Projects that have reached the Extended Use Period as required by each Project's Land Use Restrictive Covenants for Housing Tax Credits.

a. Annual Certification. Ensure Owners submit the Owner's Certification of Compliance (MHFA HTC-12), form HTC 12 (Y15).

b. Annual Reporting. The Tax Credit Summary Report (HTC 13) and related Applicable Fraction Summary must be submitted to Contractor annually along with the HTC 12.

c. Inspections are required at least every five years. A minimum of three low-income units or a maximum of 10% of the low-income units in the development will be inspected.

d. Properties with HUD funding. Inspections or fees will not be required for properties with project-based Section 8 or other HUD programs since these properties are already subject to inspections. However, Owners will be required to submit the Owner's Certification of Continued Monitoring of Federal Program (HTC12(Y15A)).

D. Procedure for Projects that are in Compliance.

1. For on-site physical unit inspections, tenant file reviews, and reviews of the MHFA HTC-12 with supporting documentation, which result in no findings of non-compliance, the Contractor shall notify the property owner, the management company, and the DCCDA in writing within ten (10) calendar days of completion of the review.

2. Notification to the DCCDA shall be provided in the form of correspondence addressed to the project owner. The correspondence will be reviewed, executed, and distributed by the Contractor.

E. Procedure for Projects that are in Non-Compliance.

1. For instances of noncompliance with UPCS, local building or health codes, or occupancy, detected as a result of the Contractor's monitoring activities for site visits and/or as detected as a result of the Contractor's review of the annual MHFA HTC-12 with supporting documents, the Contractor shall document and report to the property owner, the management company, and the DCCDA within ten (10) calendar days of

the inspection. However, any deficiencies noted should be disclosed, via email, to the Program Manager within 36 hours of discovery.

2. Notification shall be reported in the form of an executed warning letter of non-compliance.
3. Property owners shall have a correction period of no more than ninety (90) days from the date of notification to bring the project into compliance. Under extraordinary circumstances, the property owner may request an extension for up to 180 days. In those cases, the Contractor shall make a recommendation to grant an extension, but the decision to grant an extension must be made by the DCCDA.
4. Although the Contractor will not be responsible for re-inspection of the property, it is the Contractor's responsibility to review all compliance clearance documentation submitted by property owners, which shall include work orders, invoices and other such documentation to ensure that the corrections have been made within the correction period.
5. Within ten (10) calendar days of the close of the correction period, the Contractor, as applicable, shall provide the DCCDA with the following documents as appropriate:
 - a. A letter of compliance; or
 - b. An execution ready copy of IRS Form 8823 and letter of non-compliance. DCCDA will sign the non-compliance letter and will execute and issue the IRS Form 8823, Report of Non-compliance, to notify the IRS and the property owner or agent of the non-compliance issues; or
 - c. An execution ready copy of the corrected 8823 and cover letter to the IRS.

F. Appeal Process.

In cases where an owner elects to appeal a finding of non-compliance, the Contractor shall be responsible for scheduling and participating in any meetings that may be required with the DCCDA to hear the owner's appeal. At such meetings, the Contractor shall be prepared to justify the non-compliance findings.

G. Re-Reviews of Uncorrected IRS Filed Forms 8823.

1. While the Contractor is not responsible for re-inspection of the property after submission by DCCDA of an uncorrected IRS Form 8823 to the IRS, the Contractor shall:

- a. Review all compliance documentation submitted by property owners to request a corrected IRS Form 8823, which includes work orders, invoices and other such documentation to ensure that the corrections have been made; and
 - b. Prepare the “amended” 8823 in accordance with Section E 5 c above.
2. This review shall be included in the per unit price supplied in the Offeror’s Price Proposal.

H. Contractor Regulatory/Code Updates.

The Contractor shall keep current on any changes to the Code, the Regulations or other IRS and/or HUD directives or revenue rulings and ensure that any applicable changes are being followed.

I. Contractor Record Keeping and Reporting Requirements.

1. Database Reports. The Contractor shall:
 - a. Maintain a database on all properties inspected that includes all information including any instances of noncompliance reportable on the IRS Form 8823.
 - b. Update the database as properties are inspected and make updates available electronically to the DCCDA in a Microsoft Windows accessible format at least annually, or more frequently upon request by the DCCDA.
 - c. Maintain electronic records on all information submitted for the annual MHFA HTC-12 inclusive of supporting documentation.
2. Quarterly Activity Reports. The Contractor shall:
 - a. Prepare and deliver to the DCCDA quarterly, no later than ten (10) calendar days following the end of the quarter for each quarter of the Contract term, a report on the Contractor’s activities for the preceding quarter.
 - b. Include summaries of all inspection reports, notices of compliance or non-compliance, follow-up reviews, findings and final non-compliance status for previously inspected properties.
 - c. File the report electronically and make hard copy available.

3.3 SCOPE OF SERVICES – HOME Investment Partnerships Program

Maintain a comprehensive monitoring system for all HOME funded projects in Dakota County's HOME Program, and a review monitoring system for Consortium Member Programs. The system should be informed by HUD's Community Planning and Development monitoring guide, including HUD monitoring checklists in Chapter 7 of the guide. These checklists identify specific documents and records that must be retained by a PJ to demonstrate compliance with program, project, general administrative, and other Federal requirements. The system should address uniform administrative requirements and federal cross-cutting requirements.

Review CDA Monitoring Guide and checklists and work with CDA staff on revisions to incorporate HUD rule changes and best practices, including underwriting, asset management, and subsidy layering review requirements for rental projects, rehabilitation standards for rehab projects, and change order approval process for new construction and rehabilitation projects.

- A. Dakota County Program. Monitoring services include comprehensive monitoring of all Dakota County Program activities.
 - 1. Maintain tracking system to report on all projects throughout the period of affordability, including rental and homeownership projects.
 - 2. Maintain system for tracking and reporting on monitoring of all projects during implementation.
 - 3. Include on-site file review and unit and property inspections.
 - 4. Develop ongoing monitoring schedule

- B. Consortium Member Programs – Review Monitoring System. Monitoring services include reviewing Consortium member monitoring of their HOME Program activities.
 - 1. Maintain monitoring tracking and reporting system for Consortium Member activities and PJ review monitoring.
 - 2. Maintain quarterly and year end reporting forms that are compatible with IDIS and CAPER reporting requirements and formats.
 - 3. Provide guidance/assistance as necessary to ensure full compliance by Consortium members.

4. Projects and Programs to be monitored (Dakota County) and review monitored (Consortium) for compliance with HOME Requirements.
 - a. Rental projects during period of affordability. See Exhibit B for a list of rental projects in Dakota County and all consortium jurisdictions.
 - b. Tenant Based Rental Assistance (TBRA). Areas to monitor include income and participant eligibility, type of assistance, minimum payment and maximum subsidy (voucher/certificate model), program rule, preferences consistent with Consolidated Plan and annual unit inspections are completed.
 - c. Community Housing Development Organizations (CHDOs). Review and monitor CHDO certification process for CHDO funded activities.
 - d. Homeowner Activities. Monitoring activities include ensuring that the use of resale or recapture to enforce the period of affordability is consistent with the consolidated plan and action plan and is defined in the written agreements. The resale and recapture provisions are generally self-enforced through recorded mortgage or other documents. However, the CDA and subrecipients must have procedures in place to verify the ongoing principal residency requirement such as “do not forward” letters, phone calls, or other intermittent method to follow up. Other Monitoring Activities include ensuring property standards are in place and enforced and quality of work is inspected.
 - Foreclosed Property Acquisition, Rehabilitation, Resale
 - CHDO housing development and/or acquisition and rehabilitation projects
 - Down Payment Assistance Programs
 - Homeowner Rehabilitation Programs

3.4 KEY PERSONNEL

The Contractor(s) shall maintain a staffing plan that describes the engagement team and identifies the specific individuals who will be assigned to the Contract to perform work under each of the tasks referred to in Section 3.2 and 3.3. The staffing plan shall include a description of the division of responsibility envisioned among these individuals.

It is expected that the key project team personnel assigned will remain for the length of the contract period. Replacement of any personnel shall be with personnel of substantially equal ability, qualifications and experience. DCCDA will reserve the right to terminate the contract if it is not satisfied that knowledge and experience of key personnel are being maintained.

3.5 APPROACH TO SERVICES - WORK PLAN

The Contractor(s) shall maintain a schedule or work plan that details how the Contractor(s) shall fulfill the responsibilities and complete the work as described in this RFP.

3.6 CONFLICT OF INTEREST

The Contractor(s) shall have no conflict of interest with regard to work for the DCCDA under this Contract. For the purposes of this Contract, a conflict of interest is defined as a relationship of such a character that would raise doubts in the mind of an independent observer about the Contractor's ability to conduct an impartial inspection of the property. If there is a conflict of interest, Contractor must provide an option to accommodate the conflict.

If during the term of the contract the Contractor becomes aware of any such conflict of interest, the Contractor shall notify the DCCDA in writing within five (5) calendar days of knowledge of such conflict and include the nature of the conflict. The DCCDA shall determine whether or not the contractual relationship so disclosed constitutes a conflict sufficient to present the appearance of a conflict of interest on the part of the Contractor.

In such cases where in the judgment of the DCCDA a potential for conflict of interest exists, the property or properties may be removed from the engagement and services may be provided by another contractor or DCCDA staff will conduct the inspection of the property or properties.

3.7 PROJECT ADMINISTRATOR

After Contract award and throughout the course of the project, the DCCDA staff member (or designee) listed below will approve the Contractor's work schedule, review the Contractor's work as it is submitted, and monitor the performance of the Contractor.

Katherine Kugel, Dakota County CDA, 1228 Town Centre Drive, Eagan MN 55123

651-675-4478 (office), 651-675-4444 (fax), kkugel@dakotacda.state.mn.us

SECTION 4. MINIMUM QUALIFICATIONS

The Offeror shall:

- A. Have at least three (3) years' experience providing services similar to that described in Section 3 of this RFP to a low income housing tax credit allocating agency, and
- B. Have conducted at least two (2) LIHTC compliance training sessions for active LIHTC property and compliance managers in the past two (2) years.
- C. Have comprehensiveness, appropriateness, and quality of experience of the organization along with the presence of the appropriate disciplines, certifications, etc. for the HOME Investment Partnerships Program.

SECTION 5. PROPOSAL FORMAT – LOW INCOME HOUSING TAX CREDIT PROGRAM

5.1 GENERAL

The Offeror's Technical Proposals should be prepared in a straightforward and concise manner, detailing the Offeror's capabilities to satisfy the requirements of this RFP and should conform to the Outline listed below.

5.2 TECHNICAL PROPOSAL

A. General:

Offerors must submit, under separate cover, a clearly marked original and two (2) copies of the Technical Proposal in a separate sealed envelope titled "Tax Credit Compliance Monitoring – Technical Proposal."

Offerors should include a transmittal letter on the Offeror's stationery, signed by an individual who is authorized to bind the company to all statements in the proposal and the services and requirements as stated in the RFP.

B. Outline of sections to be included in the Technical Proposal:

Table of Contents

Tab 1 – Minimum Qualifications

The Offeror shall demonstrate that it meets the qualifications outlined in Section 4 by:

- 1. Providing evidence that it has at least three (3) years experience providing services similar to that described in Section 3 of this RFP to a low income housing tax credit allocating agency; and
- 2. Providing evidence that it has conducted at least two (2) LIHTC compliance training sessions for active LIHTC property and compliance managers in the past two (2) years.

Tab 2 – Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.” The summary shall provide a broad overview of the Offeror’s understanding of the contents of the RFP and how the Offeror’s proposal meets the scope of services outlined in Section 3 as it relates to the LIHTC Program. If any addendum or amendments have been issued to this RFP, the Offeror shall acknowledge same in this section.

Any exceptions to this RFP or the terms and conditions outlined in Attachment A or any other attachment must be clearly identified in this section. Exceptions may result in the proposal being rejected or being determined not reasonably susceptible of being selected for award.

Tab 3 – Summary of Experience and Capability

The Offeror shall provide an overview of its experience rendering services similar to those outlined in Section 3 of this RFP and how that experience is relative to this RFP. This narrative shall also include a summary of the Offeror’s experience.

The Offeror shall provide evidence of prior relevant experience for the Offeror’s organization and all key personnel designated to work on this project. Experience of the Offeror’s organization and such personnel shall include a minimum of three years’ experience in:

1. Managing, operating or monitoring of federally-assisted and rent- and income-restricted residential properties;
2. Providing capacity sufficient to ensure the timely monitoring (including all required correspondence, reports, forms and other documentation) of at least 40 properties with an average of 35 units each within the first three quarters of calendar year 2017;
3. Interpreting and applying the standards set forth in HUD Uniform Physical Condition Standards (24 CFR 5.703);
4. Interpreting and applying the standards set forth in HUD Handbook: Occupancy Requirements of Subsidized Multifamily Housing Programs 4350.3 (current revision); and
5. Interpreting and applying the Regulations and relevant notices, Revenue Rulings and Revenue Procedures issued under §42 and income certification standards.

The Offeror shall provide evidence of its ability to prepare and file electronic data, reports, etc in the manner described in Section 3.2.I.

Tab 4 – References

The Offeror shall provide the names, addresses, telephone numbers and contact persons with titles for three (3) current or immediate past clients for whom similar services required by this RFP were performed. Note that DCCDA reserves the right to contact any known former or current client.

Tab 5 – Key Personnel

1. Identify the key personnel who will be assigned to the engagement and their roles and responsibilities during the engagement.
2. Include a resume for each individual named that details educational background, relevant general experience, and relevant specialized experience as it relates to the areas addressed in Section 3.2 of the RFP.

Tab 6 – Approach to Services - Work Plan

The Offeror shall provide an approximate schedule or work plan to map out how and when the work described in this RFP shall be completed. The work plan shall include:

1. The tasks and methods to be utilized in completing the proposed services described in Section 3 of this RFP, including the level of effort (hours) that is anticipated to complete each task and the anticipated staff assignment. The Offeror shall include as an attachment a sample UPCS compliant report format that will be utilized by the Contractor to complete inspections as noted in Section 3.2.C(1)(a) (ii) of the RFP;
2. A schedule of events and activities required in order to complete the services outlined in Section 3 of this RFP in the time specified by the Offeror;
3. A description of the Offeror's procedure for assuring quality control, scheduling and time and cost control.

Tab 7 – Conflict of Interest Disclosure

The Offeror shall submit a list of any potential conflicts of interest arising from business relationships between the Offeror and any properties listed on Exhibit A. In addition, Offeror shall provide an option to accommodate the conflict.

5.3 PRICE PROPOSAL

Offerors shall submit price proposals on Attachment A.1. signed by an official authorized to bind the Offeror.

The price proposal shall indicate a fixed rate to perform all work under Section 3.2 for each dwelling unit. The rate should be all-inclusive, including all per diem, travel, clerical, and other incidental expenses.

The price shall be the same throughout each year of the initial 3-year contract.

SECTION 6. PROPOSAL FORMAT – HOME INVESTMENT PARTNERSHIPS PROGRAM

6.1 GENERAL

The Offeror’s Technical Proposals should be prepared in a straightforward and concise manner, detailing the Offeror’s capabilities to satisfy the requirements of this RFP and should conform to the Outline listed below.

6.2 TECHNICAL PROPOSAL

A. General:

Offerors must submit, under separate cover, a clearly marked original and two (2) copies of the Technical Proposal in a separate sealed envelope titled “HOME Investment Partnerships Monitoring – Technical Proposal.”

Offerors should include a transmittal letter on the Offeror’s stationery, signed by an individual who is authorized to bind the company to all statements in the proposal and the services and requirements as stated in the RFP.

B. Outline of sections to be included in the Technical Proposal:

Table of Contents

Tab 1 – Minimum Qualifications

The Offeror shall demonstrate that it meets the qualifications outlined in Section 4 by:

1. The comprehensiveness, appropriateness, and quality of experience of the organization;
2. Response of references;
3. The presence of the appropriate disciplines, certifications, etc.
4. Experience, education and qualifications of key personnel with similar roles;
5. Demonstrated ability to successfully perform the service; and
6. Access/availability of lead staff and key personnel.

Tab 2 – Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.” The summary shall provide a broad overview of the Offeror’s understanding of the contents of the RFP and how the Offeror’s proposal meets the scope of services outlined in Section 3 as it relates to the HOME Program. If any addendum or amendments have been issued to this RFP, the Offeror shall acknowledge same in this section.

Any exceptions to this RFP or the terms and conditions outlined in Attachment B or any other attachment must be clearly identified in this section. Exceptions may result in the proposal being rejected or being determined not reasonably susceptible of being selected for award.

Tab 3 – Summary of Experience and Capability

The Offeror shall provide an overview of its experience rendering services similar to those outlined in Section 3 of this RFP and how that experience is relative to this RFP. This narrative shall also include a summary of the Offeror’s experience.

The Offeror shall provide evidence of prior relevant experience for the Offeror’s organization and all key personnel designated to work on this project. Experience of the Offeror’s organization and such personnel shall include a minimum of three years’ experience in:

1. Managing, operating or monitoring of federally-assisted and rent- and income-restricted residential properties;
2. Providing capacity sufficient to ensure the timely monitoring (including all required correspondence, reports, forms and other documentation);
3. Interpreting and applying the standards set forth in HUD Uniform Physical Condition Standards (24 CFR 5.703);
4. Interpreting and applying the standards set forth in HUD CPD Monitoring Handbook: HOME Investment Partnerships Program ; and
5. Interpreting and applying the HOME Laws and Regulations and relevant notices, guidance, etc. as issued by HUD.

The Offeror shall provide evidence of its ability to prepare and maintain electronic data, reports, etc. in the manner described in Section 3.3.

Tab 4 – References

The Offeror shall provide the names, addresses, telephone numbers and contact persons with titles for three (3) current or immediate past clients for whom similar

services required by this RFP were performed. Note that DCCDA reserves the right to contact any known former or current client.

Tab 5 – Key Personnel

1. Identify the key personnel who will be assigned to the engagement and their roles and responsibilities during the engagement.
2. Include a resume for each individual named that details educational background, relevant general experience, and relevant specialized experience as it relates to the areas addressed in Section 3.3 of the RFP.

Tab 6 – Approach to Services - Work Plan

The Offeror shall provide an approximate schedule or work plan to map out how and when the work described in this RFP shall be completed. The work plan shall include:

1. The tasks and methods to be utilized in completing the proposed services described in Section 3 of this RFP, including the level of effort (hours) that is anticipated to complete each task and the anticipated staff assignment. The Offeror shall include as an attachment a sample UPCS compliant report format that will be utilized by the Contractor to complete inspections as noted in Section 3.2.C(1)(a) (ii) of the RFP;
2. A schedule of events and activities required in order to complete the services outlined in Section 3 of this RFP in the time specified by the Offeror;
3. A description of the Offeror’s procedure for assuring quality control, scheduling and time and cost control.

Tab 7 – Conflict of Interest Disclosure

The Offeror shall submit a list of any potential conflicts of interest arising from business relationships between the Offeror and any properties listed on Exhibit B. In addition, Offeror shall provide an option to accommodate the conflict.

6.3 PRICE PROPOSAL

Offerors shall submit price proposals on Attachment B.1. signed by an official authorized to bind the Offeror.

The price proposal shall indicate a fixed rate to perform all work under Section 3.3 for each project type. The rate should be all-inclusive, including all per diem, travel, clerical, and other incidental expenses.

The price shall be the same throughout each year of the initial 3-year contract.

SECTION 7. EVALUATION PROCEDURE AND CONTRACT AWARD

7.1 EVALUATION COMMITTEE

The DCCDA will evaluate each proposal and reserves the right to reject in whole or in part any and all proposals received as a result of this RFP, to waive minor irregularities in proposals, and to enter into discussions with all responsible Offerors in any manner deemed necessary to serve the best interest of DCCDA. Offerors whose proposals are not accepted will be notified in writing.

7.2 DISCUSSIONS/ORAL PRESENTATIONS

Offerors who appear to be responsible and whose proposals are initially classified as being reasonably susceptible of being selected for award (or potentially so) may be required to make oral presentations of their proposals and participate in discussions with the DCCDA. Offerors will be notified as to a date for oral presentations/ discussions. Offerors must confirm in writing any substantive oral clarification of their proposal made in the course of discussions and all written clarifications will become part of the Offeror's Technical Proposal.

If, following the opening of the price proposals, the DCCDA determines that further discussion is in the best interest of DCCDA, the DCCDA will notify all of the Offerors of the date on which such discussions will be conducted. Upon completion of all discussions and upon receipt of any "best and final offers" submitted as a result of such discussions, the DCCDA will award of the Contract to the responsible Offeror whose combined technical and price proposal is determined to be the most advantageous to DCCDA.

7.3 TECHNICAL PROPOSAL EVALUATION CRITERIA

The Evaluation Committee will conduct their evaluation of the Technical Proposals received on the basis of the following criteria in descending order of importance:

- A. Experience and Capability, as described in, Sections 5.2 and 6.2, Tabs 3, and 4.
- B. Key Personnel Team, as described in Sections 5.2 and 6.3, Tab 5.
- C. Approach to Services and Work Plan, as described in Sections 5.2 and 5.3, Tab 2 and Tab 6.
- D. Conflicts of Interest, as described in Sections 5.2 and 5.3, Tab 7.

7.4 PRICE PROPOSAL SELECTION CRITERIA

The Price Proposal evaluation will be based upon the prices submitted by the Offeror on Attachments A,1, LIHTC Price Proposal Form and B.1– HOME Price Proposal Form, and best and final offers, if any. Proposals will be ranked in order from lowest to highest cost to the DCCDA and LIHTC Program Participants.

7.5 WEIGHTING OF TECHNICAL AND PRICE PROPOSALS

The Technical Proposal and the price proposal will be considered equally in determining the most advantageous offers.

7.6 CONTRACT AWARD

It is DCCDA intention to award the contract to the Offeror whose proposal is determined to be the most advantageous to the DCCDA and LIHTC Program Participants.

ATTACHMENT A
LIHTC MONITORING CONTRACT

THIS LIHTC MONITORING CONTRACT (this “**Contract**”) is entered into this ____ day of _____, 2021 by and between the Dakota County Community Development Agency, a Minnesota public body corporate and politic (hereinafter “**DCCDA**”) and _____ (hereinafter “**Contractor**”), a/an [independent contractor], [sole proprietorship], [partnership] corporation, limited liability company), having its principal offices at [address, C/S/Z], as an independent contractor (individually, the CDA and Contractor are each a “**Party**”; together, CDA and Contractor are the “**Parties**”).

RECITALS

WHEREAS, the DCCDA published Request for Proposals on _____, 2021 soliciting offers for furnishing tax credit compliance monitoring services; and

WHEREAS, Contractor submitted a proposal to the DCCDA on _____; and

WHEREAS, Contractor’s Proposal has been accepted by the DCCDA; and

WHEREAS, the Parties wish to enter in this Contract pursuant to which the DCCDA will designate the Contractor to furnish the compliance monitoring services described below.

AGREEMENT

NOW THEREFORE WITNESSETH that for and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. ADDITIONAL DOCUMENTS; ORDER OF PRECEDENCE

The Additional Documents listed below are incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, this Contract and its amendments shall take precedence over the Additional Documents, and any inconsistency among the Additional Documents shall be resolved in the order in which they are listed below:

1. Request for Proposals dated _____, 2021 (hereinafter “RFP”) (attached hereto as Exhibit A); and
2. Contractor’s proposal dated _____, 2021, including all exhibits thereto (attached as Exhibit B).

2. DEFINITIONS

Capitalized terms used in this Contract shall have the following meanings:

“Contract” means this document, the attached exhibits, and any amendments to this Contract.

“DCCDA” includes the Dakota County Community Development Agency, its various departments and employees as may be appropriate.

“Projects” includes all developments to which the DCCDA has awarded an allocation of LIHTC.

“Property Owner” is an owner of the Projects.

3. SCOPE OF CONTRACT

The services to be provided by the Contractor consist of the tax credit compliance monitoring services described in the LIHTC sections of Section 3 of the RFP (Exhibit A) and the Contractor’s Proposal (Exhibit B).

The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar to the services hereunder. Notwithstanding any review, approval, acceptance or payment for the services by the Property Owners, the Contractor shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Contractor under this Contract.

4. CONTRACT TERM

The Contract shall commence after all appropriate DCCDA approvals have been obtained and the Contract has been executed by both parties, and will terminate on September 30, 2024 (contract is for Program Years 2021, 2022, and 2023).

The DCCDA may renew the contract beyond its initial 3-year period for a maximum of 2 one-year periods at the same terms and conditions, by giving the Contractor ninety (90) days written notice of the DCCDA’s intent to renew for each additional one-year period prior to the end of the then-current period. The exercise of this right to renew is a unilateral option of the DCCDA which the DCCDA may or may not exercise each year in its sole subjective discretion.

5. AMENDMENTS

All amendments to this Contract must first be approved in writing by the DCCDA, subject to any additional approvals required by State law. No amendment to this Contract shall be binding unless in writing and signed by both the parties.

6. COMPENSATION AND METHOD OF PAYMENT

The Contractor shall be paid on a per unit basis for services rendered, as stated in Attachment A,1, LITHC Price Proposal by each Property Owner. All compensation to be paid to Contractor for services required by this Contract shall be payable solely by the Property Owners and DCCDA shall have no liability for such payment.

The Contractor shall report to the DCCDA annually, and otherwise upon request, the amount of compensation received pursuant to this Contract. The Contractor shall promptly report to the Agency any failure of an Owner to pay fees provided herein. Thereafter, the Contractor shall have no responsibility to monitor any Project for which a fee is due and unpaid.

7. GOVERNING LAW

This Contract shall be governed by the laws of the State of Minnesota.

8. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or a qualified individual

with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

9. INSURANCE

Within ten (10) calendar days following notification of award and prior to commencement of work, the selected Contractor must furnish the DCCDA with evidence of insurance for the amounts and types specified below. Such insurance shall be in force on the date of execution of this Contract and shall remain so continuously for the duration of this Contract, as amended.

The Certificate of Insurance must name the DCCDA as an “additional insured” under the Commercial General Liability policy.

Each such policy of insurance shall provide for 30 days’ advance written notice to the DCCDA prior to the effective date of any cancellation and a 10-day notice of cancellation for non-payment of premium.

Minimum Insurance Requirements:

Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 personal and advertising injury \$1,000,000 general aggregate \$1,000,000 products/completed operations aggregate
Auto Insurance	\$1,000,000 bodily injury each person/accident \$1,000,000 property damage each accident \$1,000,000 uninsured and underinsured motorist bodily injury each person/accident
Workers Compensation Employer’s Liability	Statutory \$100,000 bodily injury by accident each accident \$500,000 bodily injury by disease policy limit \$100,000 bodily injury by disease each employee
Errors & Omissions	\$1,000,000 each claim \$1,000,000 annual aggregate

10. CONTINGENT FEE PROHIBITION

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this Contract.

11. TERMINATION FOR DEFAULT

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the DCCDA may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the DCCDA’s option, become the DCCDA’s property. The Contractor can

invoice Property Owners for fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the DCCDA can affirmatively collect damages.

12. DELAYS AND EXTENSIONS OF TIME

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

13. REMEDIES

Corrections of errors, defects, and omissions. Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to the DCCDA or Property Owners. The acceptance of the work set forth herein by the DCCDA and Property Owners shall not relieve the Contractor of the responsibility for subsequent corrections of such errors.

14. DISSEMINATION OF INFORMATION

During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract, nor publish any final reports or documents without the prior written approval of the DCCDA.

The Contractor shall indemnify and hold harmless the DCCDA, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.

15. OWNERSHIP OF DOCUMENTS AND MATERIALS

The Contractor agrees that all documents and materials including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall be at any time during the performance of the services made available to the DCCDA upon request by the DCCDA and shall become and remain the exclusive property of the DCCDA upon termination or completion of the services. The DCCDA shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. The DCCDA shall be the owner for the purposes of copyright, patent or trademark registration.

If the Contractor obtains or uses for purposes of this Contract, or subcontracts for any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to the DCCDA of ownership for purposes of copyright, patent or trademark and of all rights to possess and to use such design, device, material or process, and a copy of a legally sufficient agreement with the patentee or owner.

The Contractor shall indemnify and save harmless the DCCDA from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless the DCCDA, its officers, agents, and employees with respect to any claim, action, costs or infringement, or for royalties or user fees arising out of purchase or use of materials,

construction, supplies, equipment or services covered by this Contract.

16. RETENTION AND TRANSFER OF RECORDS

The Contractor shall retain and maintain all records, correspondence, submissions from Property Owners and any other documents relating to this Contract, including particularly any document and records required to be maintained by the DCCDA pursuant to Section 42 and the Regulations, and shall make them available for inspection and audit by authorized representatives of the DCCDA, including DCCDA or designee, at all responsible times. Upon expiration or termination of this Contract, Contractor shall transfer all such records, correspondence, submission and other documents to the DCCDA without cost to the DCCDA.

17. COMPLIANCE WITH LAW

The Contractor hereby represents and warrants that:

It is qualified to do business in the State of Minnesota and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;

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.

18. CONTRACTOR RESPONSIBILITIES

The Contractor will assume sole responsibility for all work to be performed under this Contract and will be the sole point of contact for the DCCDA with regard to contractual matters.

19. BANKRUPTCY

Upon filing for any bankruptcy proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the DCCDA immediately. Upon learning of the actions herein identified, the DCCDA reserves the right at its sole discretion either to cancel the Contract or to affirm the Contract and hold the Contractor responsible for damages. The exercise of this right is in addition to any other rights the State may have as provided in this Contract or by law.

20. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to the benefit of and be binding upon the parties hereto and neither this Contract nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the DCCDA, who reserves the right to withhold such consent for any reason the DCCDA deems appropriate.

21. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Contractor shall be responsible for all damages to life and property due to its activities or those of its agents or employees, in connection with the services required under this Contract. Further, it is expressly understood that the Contractor shall indemnify and save harmless the DCCDA, its officers, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every manner and description,

including attorney's fees, arising out of or resulting from the negligent performance of the services of the Contractor under this Contract, except for claims, suits, judgments, expenses, actions, damages and costs arising from acts that are solely attributable to the DCCDA, its officers, agents or employees.

22. NOTICES

Notices required under this Contract to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL):

- a. If to the DCCDA:
Katherine Kugel
Dakota County Community Development Agency
1228 Town Centre Drive, Eagan MN 55123
Email: kkugel@dakotacda.state.mn.us
Telephone: 651-675-4478 / Fax: 651-675-8020

- b. If to the Contractor:
Name: _____
Title: _____
Company: _____
Address: _____
Email: _____
Telephone: ___ - ___ - ___ / Fax: ___ - ___ - ___

23. WAIVER

No waiver of a right or remedy of a party shall constitute a waiver of another right or remedy of that party.

24. SEVERABILITY

If a court of competent jurisdiction renders any provision or portion of a provision of this Contract invalid or otherwise unenforceable, that provision or portion of a provision will be severed, and the remainder of this Contract will continue in full force and effect as if the invalid provision or portion of a provision were not part of this Contract.

25. HEADINGS AND SECTION REFERENCES; CONSTRUCTION

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or as a limitation of the scope of the particular section to which the heading refers.

26. INTEGRATION; PAROL EVIDENCE

This Contract, including all exhibits and other documents incorporated by reference, constitutes the entire agreement of the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this agreement.

Witness the signatures of the parties hereto and the dates thereof:

Dakota County Community Development Agency,
a Minnesota public body corporate and politic

Contractor: _____
a _____

By: _____
Tony Schertler
Executive Director

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Exhibit A to LIHTC Monitoring Contract

REQUEST FOR PROPOSALS

[Attached hereto]

Exhibit B to LIHTC Monitoring Contract

CONTRACTOR'S PROPOSAL

[Attached hereto]

**Attachment A.1. – Price Proposal
Tax Credit Compliance Monitoring**

As of October 1, 2021

Description of Service to be performed under Section 3.2.A thru I	Fixed Per Unit Rate
Uniform Physical Condition Standards (UPCS) - 20% of the tax credit units every 3 years	
Desk Audit – annual	
Post 15-Year Uniform Physical Condition Standards (UPCS) – minimum of 3 units up to 10% every 5 years	
Desk Audit – annual	

Notes:

1. The rates above are for the duration of the current Contract - the initial three-year term. If the two one-year renewal options are pursued a modest increase (not to exceed 10%) will be considered. Thereafter, increases will be discussed and mutually agreed upon by the DCCDA and Contractor.
2. The rates above are to be stated on a per unit basis. The Contractor must clearly state if the fee charged is for only units inspected and/or audited or if the fee charged is for the whole project (HTC units only or both market residential and HTC units).
3. The Contractor will be paid directly by each Property Owner.
4. Rates must be all-inclusive and are to include all per diem, clerical and incidental expenses.

Name of Offeror: _____

By: _____

Signature

Typed Name

Title

Address

Federal EIN or TIN

ATTACHMENT B
HOME MONITORING CONTRACT

THIS HOME MONITORING CONTRACT (this “**Contract**”) is entered into this ____ day of _____, 2021 by and between the Dakota County Community Development Agency, a Minnesota public body corporate and politic (hereinafter the “**DCCDA**”) and _____, (hereinafter “**Contractor**”), a/an [independent contractor], [sole proprietorship], [partnership] corporation, limited liability company), having its principal offices at [address, C/S/Z], as an independent contractor (individually, the DCCDA and Contractor are each a “**Party**”; together, DCCDA and Contractor are the “**Parties**”).

RECITALS

WHEREAS, the DCCDA published a Request for Proposals on _____, 2021 soliciting offers for compliance monitoring services for the federal HOME Investment Partnership Program (“**HOME**”), pursuant to 24 C.F.R. § 92.504; and

WHEREAS, Contractor submitted a proposal to the DCCDA on _____; and

WHEREAS, Contractor’s Proposal has been accepted by the DCCDA; and

WHEREAS, the Parties wish to enter into this Contract pursuant to which the DCCDA will designate the Contractor to furnish the compliance monitoring services as described below.

AGREEMENT

NOW THEREFORE WITNESSETH that for and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. ADDITIONAL DOCUMENTS; ORDER OF PRECEDENCE

The Additional Documents listed below are incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, this Contract and its amendments shall take precedence over the Additional Documents, and any inconsistency among the Additional Documents shall be resolved in the order in which they are listed below:

1. Request for Proposals dated _____, 2021 (hereinafter “**RFP**”) (attached hereto as Exhibit A); and
2. Contractor’s Proposal dated _____, 2021 including all exhibits thereto (attached hereto as Exhibit B).

2. DEFINITIONS

Capitalized terms used in this Contract shall have the following meanings:

“**Contract**” means this document, the attached exhibits, and any amendments to this Contract.

“**DCCDA**” includes the Dakota County Community Development Agency, its various departments and employees as may be appropriate.

“Projects” includes all developments to which the DCCDA has awarded HOME funds, other than any such projects which are beyond their applicable period of affordability.

“Property Owner” is an owner of any of the Projects.

3. SCOPE OF CONTRACT

The services to be provided by the Contractor consist of the HOME compliance monitoring services described in the HOME sections of Sections 3 of the RFP (Exhibit A) and the Contractor’s Proposal (Exhibit B).

The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar to the services hereunder. Notwithstanding any review, approval, acceptance or payment for the services by the DCCDA, the Contractor shall be responsible for the professional and technical accuracy of its work under this Contract, including, without limitation, any and all reports, correspondence and other documents prepared or maintained by the Contractor.

4. CONTRACT TERM

The Contract shall commence after all appropriate DCCDA approvals have been obtained and the Contract has been executed by both Parties, and will terminate on September 30, 2024 (this Contract is for Program Years 2021, 2022, and 2023).

The DCCDA may renew the contract beyond the initial period for a maximum of 2 one-year periods at the same terms and conditions by giving the Contractor ninety (90) days written notice of the DCCDA’s intent to renew for each additional one-year period prior to the end of the then-current period. The exercise of this right to renew is a unilateral option of the DCCDA which the DCCDA may or may not exercise each year in its sole subjective discretion.

5. AMENDMENTS

All amendments to this Contract must first be approved in writing by the DCCDA and subject to any additional approvals required by State law. No amendment to this Contract shall be binding unless in writing and signed by both Parties.

6. COMPENSATION AND METHOD OF PAYMENT

The Contractor shall be paid according to the Proposed Fee Schedule in Exhibit B. Payment shall be made as follows:

- (1) The 2021 Program Year Monitoring Services Fee of \$_____ and technical assistance fee of up to \$_____ shall be paid upon completion of 2021 monitoring activities and receipt by the DCCDA of an invoice and certification that the work has been completed in accordance with the HOME regulations.
- (2) The 2022 Program Year Monitoring Services Fee of \$_____ and technical assistance fee of up to \$_____ shall be paid upon completion of 2022 monitoring activities and receipt by the DCCDA of an invoice and certification that the work has been completed in accordance with the HOME regulations.
- (3) The 2023 Program Year Monitoring Services Fee of \$_____ and technical assistance fee of up to \$_____ shall be paid upon completion of 2023 monitoring activities and receipt by the DCCDA of an invoice and certification that the work has been completed in accordance with the HOME regulations.

7. GOVERNING LAW

This Contract shall be governed by the laws of the State of Minnesota.

8. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

9. INSURANCE

Within ten (10) calendar days following notification of award and prior to commencement of work, the selected Contractor must furnish the DCCDA with evidence of insurance for the amounts and types specified below. Such insurance shall be in force on the date of execution of this Contract and shall remain so continuously for the duration of this Contract, as amended.

The Certificate of Insurance must name the DCCDA as an “additional insured” under the Commercial General Liability policy.

Each such policy of insurance shall provide for 30 days’ advance written notice to the DCCDA prior to the effective date of any cancellation and a 10-day notice of cancellation for non-payment of premium.

Minimum Insurance Requirements:

Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 personal and advertising injury \$1,000,000 general aggregate \$1,000,000 products/completed operations aggregate
Auto Insurance	\$1,000,000 bodily injury each person/accident \$1,000,000 property damage each accident \$1,000,000 uninsured and underinsured motorist bodily injury each person/accident
Workers Compensation Employer’s Liability	Statutory \$100,000 bodily injury by accident each accident \$500,000 bodily injury by disease policy limit \$100,000 bodily injury by disease each employee
Errors & Omissions	\$1,000,000 each claim \$1,000,000 annual aggregate

10. CONTINGENT FEE PROHIBITION

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other

entity, other than a bona fide employee or agent working for Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this Contract.

11. TERMINATION FOR DEFAULT

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the DCCDA may terminate this Contract by written notice to the Contractor specifying the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the DCCDA's option, become the DCCDA's property. The Contractor can invoice the DCCDA for fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the DCCDA can affirmatively collect damages.

12. DELAYS AND EXTENSIONS OF TIME

The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever (excepting, however, any delays or hindrances caused by the DCCDA) during the performance of any of the work specified in this Contract. Time extensions will be granted to the extent permissible under the HOME Regulations.

13. REMEDIES

Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to the DCCDA or any subrecipient. The acceptance of the work set forth herein by the DCCDA shall not relieve the Contractor of the responsibility for subsequent corrections of such errors.

14. DISSEMINATION OF INFORMATION

During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract, nor publish any reports or documents without the prior written approval of the DCCDA.

The Contractor shall indemnify and hold harmless the DCCDA, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.

15. OWNERSHIP OF DOCUMENTS AND MATERIALS

With the exception of the Contractor's review and reporting forms, the Contractor agrees that all documents and materials, including but not limited to records, correspondence, submissions from the DCCDA, any Property Owners or any subrecipients, reports or other documents collected or prepared by or for the Contractor under the terms of this Contract, including particularly any documents and records required to be maintained by the DCCDA pursuant to the HOME Regulations, shall be at any time during the performance of the services made available to the DCCDA in an electronic, editable format, if available, upon request by the DCCDA and shall become and remain the exclusive property of the DCCDA upon termination or completion of the services. The DCCDA shall have the right to use said documents and materials for its own use without restriction or limitation and without compensation to the Contractor other than that provided in this Contract; provided,

however, that the DCCDA shall not disseminate any of these documents or materials in a live, editable format to any other vendor of HOME Monitoring Services.

The DCCDA shall be the owner of said documents and materials as defined in the foregoing paragraph for the purposes of copyright, patent or trademark registration. If the Contractor obtains or uses said documents and materials for purposes of this Contract, or subcontracts for any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to the DCCDA of ownership for purposes of copyright, patent or trademark and of all rights to possess and to use such design, device, material or process, and a copy of a legally sufficient agreement with the patentee or owner.

The Contractor shall indemnify and save harmless the DCCDA from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless the DCCDA, its officers, agents, and employees with respect to any claim, action, costs or infringement, or for royalties or user fees arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

16. RETENTION AND TRANSFER OF RECORDS

The Contractor shall retain and maintain all records, correspondence, submissions from the DCCDA, any Property Owners and any subrecipients and any other documents relating to this Contract, including particularly any documents and records required to be maintained by the DCCDA pursuant to the HOME Regulations, and shall make them available for inspection and audit by authorized representatives of the DCCDA, including the DCCDA or designee, at all reasonable times. Upon expiration or termination of this Contract, Contractor shall transfer all such records, correspondence, submissions and other documents to the DCCDA without cost to the DCCDA.

17. COMPLIANCE WITH LAW

The Contractor hereby represents and warrants that:

It is qualified to do business in the State of Minnesota and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; 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.

Furthermore, the Contractor shall be subject to the federal requirements in 24 C.F.R. Part 92 that are applicable to the DCCDA, except that 24 C.F.R. §§ 92.505 and 92.506 do not apply, and the Contractor will not assume the DCCDA's responsibilities for environmental review, decision making, and action under 24 C.F.R. § 92.352.

18. CONTRACTOR RESPONSIBILITIES

The Contractor will assume sole responsibility for all work to be performed under this Contract. The Contractor will be the sole point of contact for the DCCDA with regard to contractual matters.

19. BANKRUPTCY

Upon filing for any bankruptcy proceeding by or against the Contractor, whether voluntary or involuntary, or

upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the DCCDA immediately. Upon learning of the actions herein identified, the DCCDA reserves the right at its sole discretion either to cancel this Contract or to affirm this Contract and hold the Contractor responsible for damages. The exercise of this right is in addition to any other rights the DCCDA may have as provided in this Contract or by law.

20. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to the benefit of and be binding upon the Parties hereto, and neither this Contract nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the DCCDA, who reserves the right to withhold such consent for any reason the DCCDA deems appropriate.

21. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Contractor shall be responsible for all damages to life and property due to its activities or those of its agents or employees, in connection with the services required under this Contract. The DCCDA may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the DCCDA from the Contractor is determined and the DCCDA may exercise any other remedy it may have at law or in equity. Further, it is expressly understood that the Contractor shall indemnify and save harmless the DCCDA, its officers, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every manner and description, including attorney’s fees, arising out of or resulting from the negligent performance of the services of the Contractor under this Contract, except for claims, suits, judgments, expenses, actions, damages and costs arising from acts that are solely attributable to the DCCDA, its officers, agents or employees.

22. NOTICES

Notices required under this Contract to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL):

- a. If to the DCCDA:
 Katherine Kugel
 Dakota County Community Development Agency
 1228 Town Centre Drive, Eagan MN 55123
 Email: kkugel@dakotacda.state.mn.us
 Telephone: 651-675-4478 / Fax: 651-287-8020

- b. If to the Contractor:
 Name: _____
 Title: _____
 Company: _____
 Address: _____
 Email: _____
 Telephone: ___ - ___ - ___ / Fax: ___ - ___ - ___

23. WAIVER

No waiver of a right or remedy of a Party shall constitute a waiver of another right or remedy of that Party.

24. SEVERABILITY

If a court of competent jurisdiction renders any provision or portion of a provision of this Contract invalid or otherwise unenforceable, that provision or portion of a provision will be severed, and the remainder of this Contract will continue in full force and effect as if the invalid provision or portion of a provision were not part of this Contract.

25. HEADINGS AND SECTION REFERENCES; CONSTRUCTION

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or as a limitation of the scope of the particular section to which the heading refers.

26. INTEGRATION; PAROL EVIDENCE

This Contract, including all exhibits and other documents incorporated by reference, constitutes the entire agreement of the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this agreement.

Witness the signatures of the Parties hereto and the dates thereof:

DCCDA:

Dakota County Community Development Agency,
a Minnesota public body corporate and politic

By: _____
Tony Schertler
Executive Director

Date: _____

CONTRACTOR:

Contractor: _____
a _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A to HOME Monitoring Contract

REQUEST FOR PROPOSALS

[Attached hereto]

Exhibit B to HOME Monitoring Contract

CONTRACTOR'S PROPOSAL

[Attached hereto]

**Attachment B.1. – Price Proposal
HOME Investment Partnerships Program Compliance Monitoring**

As of October 1, 2021

Scope of Services	Count	Fee	Total Amount
DCCDA Projects Only: Review of annual reports, tenant selection policies, marketing materials; limited off-site technical assistance; all notification to owners/managers.			
DCCDA Projects Only: Physical Inspection/Tenant Files Review; 20% or minimum of 4 units; Homeownership activities.			
Consortium Members: Review monitoring of TBRA, CHDO, and Homeownership activities; review a representational sample of 20 consortium members' project files			
	20		
Total Annual Monitoring Fee			

Total # of Project rental units: 3,845 (DCCDA-1,342, AC-730, RC-1,362, WC-324, WB-87)
of HOME rental units: 354 (DCCDA-127, AC-67, RC-89, WC-46, WB-25)

Name of Offeror: _____

By: _____
Signature

Typed Name

Title

Address

Federal EIN or TIN

Exhibit A - Detailed List of Properties for the Low Income Housing Tax Credit Program

No.	Project Name	Owner	Management	City	No. of Units	No. of HTC Units	Post Yr 15	Most Recent Physical Inspection	Most Recent 20% File Review	First Credit Year (earliest year for any BIN)
1	Parkside Townhomes	Dakota County CDA Workforce Hsg LLC	Dakota County CDA	Burnsville	22	22	Yes	9/13/2018	9/13/2018	1992
2	Glenbrook Townhomes	Dakota County CDA Workforce Hsg LLC	Dakota County CDA	Apple Valley	39	39	Yes	9/14/2018	9/14/2018	1994
3	Lakeville Court Apartments	Lakeville Court LP	Sand Companies	Lakeville	52	50	Yes	June 2021	May 2021	1996
4	Oak Ridge Townhomes	Dakota County CDA Workforce Hsg LLC	Dakota County CDA	Eagan	42	42	Yes	6/22/17	6/22/2017	1996
5	Pleasant Ridge Townhomes	Dakota County CDA Workforce Hsg LLC	Dakota County CDA	Hastings	31	31	Yes	9/27/2018	9/27/2018	1997
6	Cedar Valley Townhomes	Dakota County CDA Workforce Hsg LLC	Dakota County CDA	Lakeville	30	30	Yes	No physical inspection due to COVID-19	10/13/2020	1998
7	Chasewood Townhomes	Dakota County CDA Workforce Hsg LLC	Dakota County CDA	Apple Valley	27	27	Yes	No physical inspection due to COVID-19	10/13/2020	1999
8	Farmington Townhomes	Farmington Townhomes	Sherman Associates	Farmington	16	16	Yes	June 2021	May 2021	2000
9	Country Lane Townhomes	Dakota County CDA Workforce Housing LLC	Dakota County CDA	Lakeville	29	29	Yes	7/7/17	7/7/2017	2001
10	Hillside Gables Townhomes	Dakota County CDA Workforce Housing LLC	Dakota County CDA	Mendota Heights	24	24	Yes	7/7/17	7/7/2017	2001
11	Clark Place Apartments (fka Kaposia-Rose Apts)	DRS Investments VII LLC	First Select Property Management	South St. Paul	48	48	Yes	2/15/2019	2/15/2019	2002
12	Farmington Family Housing	Farmington Family Housing LP	Hornig Companies	Farmington	32	32	Yes	8/22/17	8/22/2017	2002
13	Marketplace Townhomes	Dakota County CDA Workforce Housing LLC	Dakota County CDA	Hastings	28	28	Yes	9/27/2018	9/27/2018	2002
14	Burnsville HOC Townhomes	Burnsville HOC FHLF	Dakota County CDA	Burnsville	34	34	Yes	4/22/2019	4/22/2019	2003
15	Clark Place Townhomes (fka Kaposia Terrace THs)	DRS Investments VII LLC	First Select Property Management	South St. Paul	20	20	Yes	3/21/2019	3/21/2019	2003
16	Erin Place Family Townhomes	Eagan Cedar FHLF	Dakota County CDA	Eagan	34	34	Yes	No physical inspection due to COVID-19	10/13/2020	2004
17	Grande Market Place	Grande Marketplace LP	Sherman Associates	Burnsville	113	53	Yes	8/22/17	8/22/2017	2004
18	Prairie Crossing Townhomes	Lakeville Downtown FHLF	Dakota County CDA	Lakeville	40	40	Yes	Waived for 2021 due to COVID	May 2021	2005
19	Haralson Apartments	CHCD Acquisition LLC	Trellis Management	Apple Valley	36	36	No	June 2021	May 2021	2006
20	Lafayette Family Townhomes	Inver Grove Heights FHLF	Dakota County CDA	Inver Grove Heights	30	30	No	4/23/2019	4/23/2019	2006
21	Spruce Place	Spruce Place of Farmington LP	Common Bond Communities	Farmington	61	60	No	3/20/2019	3/20/2019	2006
22	Rosemount Greens	Rosemount 2006 LP	Property Solutions & Services	Rosemount	28	28	No	No physical inspection due to COVID-19	9/29/2020	2007
23	West Village Townhomes	Hastings West Village FHLF	Dakota County CDA	Hastings	21	21	No	No physical inspection due to COVID-19	10/13/2020	2007
24	Carbury Hills	Rosemount FHLF	Dakota County CDA	Rosemount	32	32	No	Waived for 2021 due to COVID	May 2021	2008
25	Cliff Hill Townhomes	Cliff Hill LP	Shelter Corporation	Burnsville	32	32	No	June 2021	May 2021	2008
26	Twin Ponds Family Townhomes	Twin Ponds FHLF	Dakota County CDA	Farmington	25	25	No	4/23/2019	4/23/2019	2009
27	Chancellor Manor	Community Housing Dev Corp	Trellis Management	Burnsville	200	200	No	No physical inspection due to COVID-19	10/8/2020	2010
28	Meadowlark Townhomes	Meadowlark FHLF	Dakota County CDA	Lakeville	40	40	No	No physical inspection due to COVID-19	10/13/2020	2010
29	Quarry View Townhomes	Apple Valley East FHLF	Dakota County CDA	Apple Valley	45	45	No	Waived for 2021 due to COVID	May 2021	2011
30	Park Place (fka Kidder Park Townhomes (aka "Cimarron Village"))	Park Place Development Limited Partnership	Boisclair Corporation	Rosemount	36	36	No	June 2021	May 2021	2012 (1602 program)
31	Twin Ponds Phase II	Twin Ponds FHLF II	Dakota County CDA	Farmington	26	26	No	4/23/2019	4/23/2019	2012
32	Northwood Townhomes	Eagan Northwood FHLF	Dakota County CDA	Eagan	47	47	No	No physical inspection due to COVID-19	10/13/2020	2013
33	Inver Hills Townhomes & Riverview Ridge Townhomes	Inver Hills & Riverview Ridge FHLF	Dakota County CDA	Inver Grove Heights & Eagan	51	51	No	Waived for 2021 due to COVID	May 2021	2014
34	Lakeshore Townhomes	Lakeshore Workforce Housing LP	Dakota County CDA	Eagan	50	50	No	4/22/2019	4/22/2019	2015
35	Keystone Crossing Townhomes	Keystone Crossing Workforce Housing LP	Dakota County CDA	Lakeville	36	36	No	Waived for 2021 due to COVID	May 2021	2016
36	Artspace Hastings Lofts	Artspace Hastings Lofts, LLP	Artspace/Metro Plains	Hastings	37	37	No	Waived for 2021 due to COVID	May 2021	2017
37	Sanctuary at West St Paul	The Sanctuary at West Saint Paul, LP	Ebenezer	West St. Paul	164	164	No	Waived for 2021 due to COVID	May 2021	2017
38	Whitney Grove Townhomes	CB Whitney Apple Valley Limited Partnership	Common Bond Communities	Apple Valley	56	55	No	Waived for 2021 due to COVID	May 2021	2017
39	Legends of Apple Valley	Apple Valley Leased Housing Associates IV, LLP	Dominium	Apple Valley	163	163	No	4/10/2019	4/10/2019	2018
40	Guardian Angels Apartments & Townhomes	CB Guardian Angels Limited Partnership	CommonBond Communities	Hastings	33	33	No	2021 - If "opened"	May 2021	2003/2019
41	Prestwick Place Townhomes	Rosemount II Limited Partnership	Dakota County CDA	Rosemount	40	40	No	2021 - If "opened"	10/16/2020	2019
42	Wexford Place Apartments	Wexford Place Limited Partnership	Connelly Development/Stevens Scott	Rosemount	49	49	No	2021 - To be scheduled	2021-To be scheduled	2020
43	Winslow Apartments	WSP Senior Housing I, LLLP	Real Estate Equities Management	West St. Paul	172	172	No	June 2021	May 2021	2020
44	Prairie Estates	Prairie Estates, LLLP	TCHDC/Property Solutions & Services, LLC	Inver Grove Heights	40	40	No	under construction	under construction	
45	Lexington Flats	Lexington Flats, Limited Partnership	MWF/Velair Property Management	Eagan	50	50	No	under construction	under construction	
46	Aster House	Eagan AH I, LLLP	Real Estate Equities Management	Eagan	204	204	No	under construction	under construction	
47	Hilltop at Signal Hills	West St. Paul Leased Housing Associates I, LLLP	Dominium Management Services	West St. Paul	146	146	No	under construction	under construction	
48	Legacy Commons at Signal Hills	West St. Paul Leased Housing Associates II, LLLP	Dominium Management Services	West St. Paul	247	247	No	under construction	under construction	
					2,858	2,794				

**Exhibit B HOME List of Projects
2021 DCCDA Rental**

Dakota County CDA HOME Rental Projects

Project Name	Tax Credit Project (Y/N)	Project IDIS Number	Property Manager	Project Total Units	Total HOME Units	Fixed or Floating	Period of Affordability (POA) Start Date	POA End Date	HOME Inspection Interval	Most File Review Date	Most Recent Physical Inspection Date*
DCCDA owned properties:				19	748	95					
Tax Credit Projects:				16	572	79					
Burnsville Family Heart of the City	Y	1303	Dakota County CDA	34	4	Fixed	12/01/03	12/01/23	Annual	07/13/20	07/16/19
Carbury Hills Townhomes	Y	1909	Dakota County CDA	32	4	Fixed	06/01/08	06/01/28	Annual	07/13/20	07/18/19
Country Lane Townhomes	Y	1003/1004	Dakota County CDA	29	10	Floating	04/01/01	04/01/21	Annual	07/13/20	07/14/18
Hillside Gables	Y	1019	Dakota County CDA	24	10	Floating	09/01/01	09/01/21	Every 2 Years	07/13/20	07/17/19
Inver Hills (IGH)/Riverview Ridge Family (Eagan)	Y	2570	Dakota County CDA	51	5	Floating	09/04/14	09/04/34	Annual	07/13/20	07/15/19
Keystone Crossing Townhomes	Y	2776	Dakota County CDA	36	4	Fixed	03/06/18	03/06/38	Every 3 Years	07/13/20	07/17/18
Lafayette Townhomes	Y	1683	Dakota County CDA	30	4	Fixed	08/01/06	08/01/26	Annual	07/13/20	07/15/19
Lakeshore Townhomes	Y	2639	Dakota County CDA	50	5	Fixed	08/17/15	08/17/35	Annual	07/13/20	07/17/19
Marketplace Townhomes	Y	1012	Dakota County CDA	28	4	Fixed	07/01/02	07/01/22	Annual	07/13/20	07/18/19
Meadowlark Townhomes	Y	2086	Dakota County CDA	40	4	Fixed	08/01/10	08/01/30	Annual	07/13/20	07/16/19
Northwood Townhomes	Y	2357	Dakota County CDA	47	5	Fixed	01/13/14	01/12/34	Annual	07/13/20	07/17/19
Prairie Crossing Townhomes	Y	1351/1352	Dakota County CDA	40	4	Fixed	03/01/05	03/01/25	Annual	07/13/20	07/16/19
Prestwick Place Townhomes	Y	2923	Dakota County CDA	40	4	Fixed	04/06/20	04/05/40	Every 3 Years	07/13/20	2021
Quarry View Townhomes	Y	2249	Dakota County CDA	45	4	Fixed	06/01/11	06/01/31	Annual	07/13/20	07/15/19
Twin Ponds Townhomes	Y	2189	Dakota County CDA	25	4	Fixed	09/01/09	09/01/29	Every 2 Years	07/13/20	07/18/19
West Village Townhomes	Y	2054	Dakota County CDA	21	4	Fixed	09/01/07	09/01/27	Every 2 Years	07/13/20	07/18/19
Not Tax Credit Projects:				3	176	16					
Cobblestone Square Senior	N	2250	Dakota County CDA	60	4	Fixed	01/01/11	01/01/31	Annual	07/13/20	07/15/19
Dakota Heights Senior	N	1954	Dakota County CDA	56	4	Fixed	09/01/07	09/01/27	Annual	07/13/20	07/15/19
Lakeside Pointe Senior	N	1543	Dakota County CDA	60	8	Fixed	11/01/04	11/01/24	Annual	07/13/20	07/17/19
Non-Profit/Private owned properties:				9	594	32					
Tax Credit Projects:				3	380	10					
Cedar Villas Townhomes	Y	1585	Shelter Corporation	104	3	Fixed	09/01/04	09/01/24	Annual	06/24/20	07/15/19
Grande Market Place	Y	1476	Sherman Associates, Inc.	113	3	Fixed	11/01/03	11/01/23	Annual	07/16/20	08/22/19
Legends of Apple Valley	Y	2864	Dominium Management Services, LLC	163	4	Fixed	05/24/19	05/23/39	Every 3 Years	09/15/20	2021
Not Tax Credit Projects:				6	214	22					
Cahill Place Apartments	N	2947	Center City Housing	40	4	Floating	TBD	TBD	Every 3 Years	No POA Yet	No POA Yet
Hidden Ponds Apartments	N	1324	Northstar Residential	84	2	Fixed	05/01/02	05/01/22	Annual	08/27/20	09/16/19
SCDCAP Aldrich	N	2865	Scott Carver Dakota CAP Agency	8	8	Fixed	04/24/18	04/23/28	Every 2 Years	05/22/18	05/21/18
SCDCAP Glenda	N	818	Scott Carver Dakota CAP Agency	1	1	Fixed	02/01/98	02/01/28	Every 3 Years	05/22/18	05/21/18
SCDCAP Grenada	N	819	Scott Carver Dakota CAP Agency	1	1	Fixed	02/01/98	02/01/28	Every 3 Years	05/22/18	05/21/18
Valley Ridge Senior Housing	N	2460	Presbyterian Homes & Services	80	6	Fixed	01/13/14	01/12/34	Annual	07/15/20	08/22/19
28 Projects				28	in POA	1,342	127				

*Physical inspections were suspended in 2020 due to COVID-19.

Exhibit B HOME List of Projects (continued)
2021 Consortia Rental

Consortium HOME Rental Projects

Consortia Member	Project Name	Project IDIS Number	Project Total Units	HOME-assisted Units Total	Fixed or Floating	Sec. 42 Project (Y/N)	Period of Affordability (POA) Start Date	POA End Date	POA Years	HOME Funds Total	Inspection Frequency	Rent and Income Restrictions: Special Conditions
Anoka County	ACCAP 2465 103rd Ave	838	1	1	Fixed		1999	2029	30	\$ 25,000	every 3 yrs	AC imposed longer PoA: 30 YRS
Anoka County	ACCAP E River Rd	839	1	1	Fixed		1999	2029	30	\$ 25,000	every 3 yrs	AC imposed longer PoA: 30 YRS
Anoka County	ACCAP Osborne	845	1	1	Fixed		1999	2029	30	\$ 35,000	every 3 yrs	AC imposed longer PoA: 30 YRS
Anoka County	ACCAP Parkside	847	1	1	Fixed		1999	2029	30	\$ 35,000	every 3 yrs	AC imposed longer PoA: 30 YRS
Anoka County	ACCAP Quincy	846	1	1	Fixed		1999	2029	30	\$ 35,000	every 3 yrs	AC imposed longer PoA: 30 YRS
Anoka County	ACCAP Sunwood Ramsey THs	1452	32	6	Fixed		2002	2022	20	\$ 242,411	annually	
Anoka County	ACCAP Towerview North	1516	4	1	Fixed		2003	2023	20	\$ 111,000	every 3 yrs	
Anoka County	ACCAP Webster	844	1	1	Fixed		1999	2029	30	\$ 35,000	every 3 yrs	AC imposed longer PoA: 30 YRS
Anoka County	ACHRA Centerville Senior (Chancey Barrett)	1700	31	2	Floating		2007	2027	20	\$ 206,000	annually	
Anoka County	ACHRA Oaks of Lake George	1989	52	2	Floating		2006	2026	20	\$ 206,000	annually	
Anoka County	Blaine Senior (Blaine Town Square)	1689	87	3	Fixed		2006	2026	20	\$ 300,000	annually	
Anoka County	Brandes Place	1856	16	4	Fixed		2006	2026	20	\$ 317,875	every 2 yrs	
Anoka County	Columbia Court THs	1350	22	9	Fixed		2002	2022	20	\$ 234,894	annually	
Anoka County	Lino Lakes Apartments (Lakewood)	2244	60	4	Floating		2008	2028	20	\$ 110,000	annually	
Anoka County	Mississippi View Apartments	2108	96	3	Floating		2007	2022	15	\$ 220,000	annually	
Anoka County	North Pointe THs	1451	18	2	Fixed		2002	2022	20	\$ 147,000	every 2 yrs	
Anoka County	Northstar Ridge Apartments	1446	56	2	Fixed		2002	2022	20	\$ 147,000	annually	
Anoka County	Salvation Army - 5th St	1980	4	4	Fixed		2007	2027	20	\$ 254,100	every 3 yrs	
Anoka County	Salvation Army - Gould	1660	4	2	Fixed		2003	2023	20	\$ 200,000	every 3 yrs	
Anoka County	Sunny Acres	2453	52	10	Floating		2011	2021	10	\$ 200,000	annually	
Anoka County	Sunwood Village		47	2	Fixed	Y	2016	2046	30			
Anoka County	TCHDC Northgate Woods	2446	75	2	Fixed		2012	2027	15	\$ 225,500	annually	
Anoka County	Tralee Terrace	2307	68	3	Fixed		2011	2026	15	\$ 300,000	annually	
TOTAL AC		23	730	67								
Ramsey County	2010 Clarence - Rondo CLT	2749	2	2	Fixed		2015	1935	-80	\$ 285,000	every 3 years	
Ramsey County	Arden Flats	2565	55	4	Fixed		2014	2034	20	\$ 365,000		
Ramsey County	Century Trails Senior Housing	2335	40	2	Fixed		2011	2031	20	\$ 140,000	annually	
Ramsey County	Concordia Arms	2620	125	4	Fixed		2014	2034	20	\$ 200,000	every 3 years	
Ramsey County	EMWC - East Metro Place II	1843	35	4	Fixed	Y	2006	2026	20	\$ 459,659	annually	
Ramsey County	Falcon Heights Town Square	1657	119	3	Fixed		2004	2024	20	\$ 200,000	annually	
Ramsey County	Family Service Center	1086	21	21	Fixed		2002	2022	20	\$ 841,826	every 2 yrs	
Ramsey County	Frost English Silver Senior	2886	107	4	Fixed		2017	2037	20	\$ 350,000	every 3 years	
Ramsey County	Goldenstar Apartments	2846	109	4	Fixed		2016	2036	20	\$ 333,747	every 3 years	
Ramsey County	Lake Owasso Residence	1327	8	1	Fixed		2002	2022	20	\$ 249,945	every 3 yrs	
Ramsey County	Lakes Run Apartments	1951	52	4	Floating		2006	2026	20	\$ 400,000	annually	
Ramsey County	Legends at Silver Lake Village	2682	71	4	Fixed		2015	2035	20	\$ 650,000	every 3 years	
Ramsey County	Lexington Shores	1412	68	4	Fixed		2004	2024	20	\$ 260,000	annually	
Ramsey County	Little Canada Lodge	1558	79	4	Floating		2004	2024	20	\$ 300,000	annually	
Ramsey County	Loden Shoreview	2894	200	4	Fixed		2019	2039	20	\$ 400,000	every 3 years	
Ramsey County	Maple Knoll Townhomes	2765	57	4	Fixed	Y	2016	2036	20	\$ 369,621		
Ramsey County	NER - Allen Ave	2092	1	1	Fixed		2007	2022	15	\$ 60,000	every 3 yrs	
Ramsey County	The Boulders Senior Living	1448	57	3	Floating		2003	2023	20	\$ 150,000	annually	
Ramsey County	Villages at Frost-English	2807	50	4	Fixed	Y	2016	2036	20	\$ 458,000		
Ramsey County	Willow Ridge Apartments	2131	47	4	Fixed	Y	2009	2029	20	\$ 300,000	annually	
Ramsey County	Woodlyn Village	2191	59	4	Floating	Y	2008	2023	15	\$ 405,000	annually	
TOTAL RC		21	1362	89								
Washington County	CHDO CAPRW Duplex Rental	2874	2	2	Fixed		2018	2033	15	\$ 245,283	every 3 years	
Washington County	Forest Ridge - HSI Share/Duffy	2079	38	1	Fixed		2007	2027	20	\$ 110,000	annually	
Washington County	HSI Home Free	1851	5	1	Fixed		2005	2025	20	\$ 81,000	every 3 yrs	
Washington County	Lakeside Townhomes	1518	40	32	Fixed		2002	2022	20	\$ 192,739	annually	
Washington County	Long Lake Villas	1519	50	2	Floating	Y	2002	2022	20	\$ 150,000	annually	
Washington County	Piccadilly Square	2796	79	4	Fixed	Y	2017	2037	20	\$ 198,000	annually	
Washington County	Pondview Townhomes	1587	40	2	Fixed	Y	2004	2024	20	\$ 100,000	annually	
Washington County	Trailside Senior Living	2397	70	2	Fixed		2011	2031	20	\$ 200,012	annually	
TOTAL WC		8	324	46								
Woodbury	The Glen at Valley Creek	2933	42	4		N	2020	2040	20	\$ 167,721		
Woodbury	Cobble Hill	2982	45	21	Floating	N	2021	2026	5	\$ 119,310		
TOTAL Woodbury		2	87	25								
ALL rental activities		54	2,503	227								