

Quote Request

Glen Hazel RAD Bond Rebate Analysis

Quotes due November 7, 2024 @ 10:00 AM

Fax to Brandon Havranek at (412) 643-2890 or email to
Brandon.Havranek@HACP.org

Allies & Ross Management and Development Company (“ARMDC”), an instrumentality of the Housing Authority City of Pittsburgh (“HACP”), hereby requests a quote from qualified offerors to complete a bond rebate analysis (“Report”). The Report must be completed in accordance with the U.S. Treasury Department (“Treasury”) rules and regulations.

BACKGROUND INFORMATION

The Glen Hazel RAD development consists of the occupied renovation of 225 rental housing units spread across forty-five (45) buildings in the Glen Hazel and Hazelwood neighborhoods of the City of Pittsburgh (“Project”). HACP converted the Glen Hazel public housing units to the U.S. Department of Housing and Urban Development’s (“HUD”) project-based rental assistance through HUD’s Rental Assistance Demonstration (“RAD”) program in the fourth quarter of 2018. Financing for the deal consisted of a mix of tax exempt and taxable funding along with Low Income Housing Tax Credits (“LIHTC”) equity, and debt from HACP and ARMDC. Construction was completed in July 2020. There are three (3) tax-exempt bond projects (“Bond Project”) that are listed in **Attachment A** along with a requisite Bond Project map.

SCOPE OF WORK

The selected offeror will provide professional services for the completion of the Report for submission to the Project’s tax-exempt bond trustee, Zionsbancorporation (“Bond Trustee”). The offeror shall provide the necessary information to complete the Report in accordance with Section 6.10 of the loan agreement (“Loan Agreement”) found as **Attachment B**. There should be one (1) Report for each respective Bond Project, and one (1) Report for the entire Project that encompasses each Bond Project. The offeror will specifically ensure the Bond Rebate Report is in compliance with Section 6.10 of the Loan Agreement. Additionally, the offeror should budget hours to address responses and comments for three rounds of responses from the Bond Trustee and any other stakeholder related to the Project in an effort to fully satisfy the Treasury requirements.

ARMDC requires that all services performed are in compliance with all rules, regulations and requirements of Mixed-Finance Development set forth at 24 C.F.R. Part 905, Subpart F and all other applicable Federal regulations including, but not limited to, the Quality Housing & Work Responsibility Act of 1998 (“QHWRA”), Section 208 of title V of the FY 1999 HUD appropriations Act (Public L.105-276, 112 Stat. 2518, approved October 21, 1998) amended, the U.S. Housing Act 1937, Rental Assistance Demonstration (RAD) (Notice H-2019-09 PIH – 2019-23 (HA), and Section 42 of the Internal Revenue Code, as amended, respectively. All Development Professional and Advisory Services performed must be in full compliance with all rules and regulations of HUD programs and all other applicable Federal regulations including, but not limited to, Section 504/Uniform Federal Accessibility Standards (“UFAS”), Americans with Disabilities Act (“ADA”), Davis-Bacon wage requirements, and Federal procurement requirements.

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In addition to the Federal laws, rules and regulations, all Development Professional and Advisory Services must also be performed in compliance with all Commonwealth of Pennsylvania laws and regulations, including where applicable, those governing PHFA's Low-Income Housing Tax Credit program, Allegheny County, City of Pittsburgh and HACP requirements. Furthermore, all services must also be performed in compliance with all Commonwealth of Pennsylvania and Allegheny County laws and regulations, and local building codes.

Please contact Brandon Havranek at 412.643.2890 or Brandon.Havranek@HACP.org with any questions about the above scope.

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Glen Hazel RAD Bond Rebate Analysis

Attachment A

Three Bond Projects Address Inventory
 Glen Hazel RAD
 10/18/2024

Bond Project Number 1

Address	Number of Total Units
621 Johnston 623 Johnston	2
627 Johnston 629 Johnston	2
633 Johnston 635 Johnston	2
641 Johnston 643 Johnston	2
647 Johnston 649 Johnston 651 Johnston 653 Johnston	4
657 Johnston 659 Johnston 661 Johnston 663 Johnston	4
667 Johnston 669 Johnston	2
673 Johnston 675 Johnston 677 Johnston 679 Johnston	4
701 Johnston 703 Johnston	2
707 Johnston 709 Johnston 711 Johnston 713 Johnston	4
719 Johnston 721 Johnston	2
725 Johnston 727 Johnston 729 Johnston 731 Johnston	4
735 Johnston 737 Johnston	2
662 Johnston 664 Johnston 666 Johnston 668 Johnston	4
672 Johnston 674 Johnston	2
678 Johnston 680 Johnston	2
702 Johnston	

Three Bond Projects Address Inventory

Glen Hazel RAD

10/18/2024

704 Johnston	4
706 Johnston	
708 Johnston	
712 Johnston	2
714 Johnston	
718 Johnston	4
720 Johnston	
722 Johnston	
724 Johnston	
728 Johnston	2
730 Johnston	
734 Johnston	6
736 Johnston	
738 Johnston	
740 Johnston	
742 Johnston	
744 Johnston	
748 Johnston	4
750 Johnston	
752 Johnston	
754 Johnston	
758 Johnston	2
760 Johnston	
857 Johnston	2
855 Johnston	
851 Johnston	2
849 Johnston	
845 Johnston	2
843 Johnston	
837 Johnston	4
839 Johnston	
833 Johnston	
835 Johnston	
2 Roselle	6
4 Roselle	
6 Roselle	
8 Roselle	
10 Roselle	
12 Roselle	
16 Roselle	6
18 Roselle	
20 Roselle	
22 Roselle	
24 Roselle	
26 Roselle	
30 Roselle	2
32 Roselle	
36 Roselle	6
38 Roselle	
40 Roselle	

Three Bond Projects Address Inventory

Glen Hazel RAD

10/18/2024

42 Roselle	0
44 Roselle	
46 Roselle	
960 Roselle	2
962 Roselle	
966 Roselle	2
968 Roselle	
972 Roselle	2
974 Roselle	
358 Renova	5
356 Renova	
354 Renova	
352 Renova	
350 Renova	
364 Renova	3
362 Renova	
360 Renova	
981 Rosselle	2
985 Rosselle	
905 Johnston	1
909 Johnston	1
1021 Johnston	1
1019 Johnston	1
945 Roselle Court	97

Bond Project Number 2

Address	Number of Total Units
---------	-----------------------

337 Renova	2
333 Renova	

Bond Project Number 3

Address	Number of Total Units
34 Alameda	4
36 Alameda	
32 Alameda	
30 Alameda	
5409 Sunnyside	4
5411 Sunnyside	
5413 Sunnyside	
5415 Sunnyside	

Glen Hazel RAD
Bond Projects Map
10/18/24



Yellow = Bond Project - Glen Hazel - Proper (i.e. Bernice Crawley Highrise / Family Community / Partial Renova St): 42 buildings – 215 units

Orange = Bond Project - Renova (i.e. Duplex): 1 building – 2 units

Blue – Bond Project – Fedora (formerly called “Sunnyside / Alameda”): 2 buildings – 8 units

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Glen Hazel RAD Bond Rebate Analysis

Attachment B

LOAN AGREEMENT

Dated as of November 1, 2018

by and between

PENNSYLVANIA HOUSING FINANCE AGENCY,
as Issuer

and

GLEN HAZEL RAD LLC,
as Borrower

Relating to:

\$12,650,000

PENNSYLVANIA HOUSING FINANCE AGENCY
SPECIAL LIMITED OBLIGATION
MULTIFAMILY HOUSING DEVELOPMENT BONDS
(GLEN HAZEL APARTMENTS), SERIES 2018A

and

\$13,000,000

PENNSYLVANIA HOUSING FINANCE AGENCY
SUBORDINATE SPECIAL LIMITED OBLIGATION
MULTIFAMILY HOUSING DEVELOPMENT BONDS
(GLEN HAZEL APARTMENTS), SERIES 2018B

The amounts payable to Pennsylvania Housing Finance Agency (the “Issuer”) and other rights of the Issuer (except for Reserved Rights) under this Loan Agreement have been pledged and assigned to Zions Bancorporation, National Association, as trustee (the “Trustee”), under the Indenture of Trust between the Issuer and the Trustee dated as of November 1, 2018.

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(j) As and when required under the Tax Regulatory Agreement, the monthly compliance certificates, the annual copies of IRS Forms 8703 and other reports and notices required to be delivered under the Tax Regulatory Agreement;

(k) Upon receipt thereof by the Borrower, notice of the cancellation or expiration (without renewal or replacement) of any insurance required to be maintained by this Agreement;

(l) Not later than the Stabilization Date, a stabilization certificate in the form set forth on *Schedule 10* hereto;

(m) As soon as possible and in any event within fifteen (15) days after the occurrence of an Event of Default, a statement of the Managing Member setting forth the details of such Event of Default and the action which the Borrower proposes to take with respect thereto;

(n) Contemporaneously with the delivery to the Trustee copies of any notices, reports or other information provided to the Trustee under the Bond Documents; and

(o) Copies of IRS Forms 8609 as issued and received by the Borrower; and

(p) Such other information respecting the operations and properties, financial or otherwise, of the Borrower as the Controlling Person may from time to time reasonably request.

Section 6.10 Tax-Exempt Status.

(a) The Borrower covenants, represents and agrees that it will not take or omit to take or permit any action that, if taken or omitted, respectively, would adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes and, if it should take or permit any such action, the Borrower will take all lawful actions that it can take to rescind such action promptly upon having knowledge thereof and that the Borrower will take such action or actions, including amendment of this Agreement, the Mortgage and the Tax Regulatory Agreement, as may be necessary, in the Opinion of Bond Counsel, to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service applicable to the Bonds or affecting the Project Facilities.

(b) The Borrower will not make or permit any use, and will not direct the Trustee to make any investment or use of the proceeds of any of the Bonds, which would cause any of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations thereunder as the same may be applicable to the Bonds at the time of such action, investment or use and agrees to take and cause the Issuer and Trustee to take all actions required to comply with the provisions of Section 148 of the Code. The representations contained in the Tax Certificate (which is incorporated herein by reference) are true and correct, and the Borrower and the Issuer will observe the applicable covenants therein as if set forth herein.

(c) The Borrower further covenants and agrees that it will comply with and will take all action reasonably required to insure that the Trustee complies with all applicable requirements of said Section 148 and the rules and regulations of the United States Treasury Department thereunder relating to the Bonds and the interest thereon, including the employment

of a Rebate Analyst for the calculation of any rebatable amount (the “Rebate Amount”) to the United States Treasury Department. The Borrower agrees that it will cause a qualified rebate analyst reasonably acceptable to the Controlling Person and the Issuer (the “Rebate Analyst”) to calculate the Rebate Amount not later than forty-five (45) days after the fifth (5th) anniversary of the Issue Date and each five (5) years thereafter and agrees that the Borrower will pay all costs associated therewith. Within fifteen (15) days of the date of each such calculation, the Borrower shall promptly (i) deliver a report or letter from the Rebate Analyst setting forth the Rebate Amount, if any, then due and the methods used to calculate such amount (each, a “Rebate Report”) to the Issuer, the Controlling Person and the Trustee, (ii) deliver the Rebate Amount to the Trustee, and (iii) deliver to the Trustee any forms required by the Internal Revenue Service to be submitted with the Rebate Amount, if any, and the addresses to which such forms must be sent.

(d) Neither the Borrower nor any related person shall, pursuant to any arrangement, formal or informal, purchase any of the Bonds, unless the Borrower or such related person delivers a Favorable Opinion of Bond Counsel to the Trustee, the Controlling Person and the Issuer.

(e) No changes will be made to the Project Facilities, no actions will be taken by the Borrower and the Borrower will not omit to take any actions, which will in any way adversely affect the exclusion from gross income of interest on the Bonds for purposes of federal income taxation.

(f) The Borrower will not make any changes in the Project Facilities that would, at the time made, cause the average reasonably expected economic life of the Project Facilities, determined pursuant to Section 147(b) of the Code, to be less than the average reasonably expected economic life of the Project Facilities set forth in such certificates or letters of representation of the Borrower, unless the Borrower files with the Trustee, the Issuer and the Controlling Person a Favorable Opinion of Bond Counsel.

(g) No portion of the proceeds of the Bonds will be used to acquire existing property or any interest therein unless such acquisition meets the rehabilitation requirements of Section 147(d) of the Code.

(h) The Project Facilities will be owned, managed and operated as a “qualified residential rental property” as such phrase is utilized in Section 142(d) of the Code. To that end, the Borrower hereby represents and covenants and agrees that it will comply with the terms, conditions and provisions of the Tax Regulatory Agreement.

(i) The Borrower will permit any duly authorized representative of the Trustee, the Issuer, the Department of the Treasury or the Internal Revenue Service and the Controlling Person to inspect the books and records of the Borrower pertaining to the incomes of qualifying tenants residing in the Project Facilities upon reasonable notice (given at least five (5) days in advance) and at reasonable times during business hours on business days.

(j) The Borrower will promptly notify the Trustee, the Issuer and the Controlling Person if at any time the dwelling units in the Project Facilities are not available for occupancy

Quote Request

Glen Hazel RAD Bond Rebate Analysis

Quotes due 11/7/2024 @ 10:00 a.m.

Cost	Total
\$	\$

Total Cost: \$ _____
(in words)

Contract award will be based on lowest responsive and responsible bid amount

(Please print clearly)

Company Name: _____

Address: _____
(of company)

Signature: _____

Print Name: _____
(of person signing)

Phone Number: _____ Fax: _____

Email: _____