

2023 Emerging and Diverse Developers Program Program Evaluation

May 2024
Ramsey County Community and
Economic Development

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Emerging and Diverse Developers Program Evaluation Report

May 2024

Ramsey County, Community and Economic Development

Evaluation Goals

This evaluation of the 2023 Emerging and Diverse Developers Program (EDD) will highlight how the program operated in the first year, its success in reaching the targeted audience, and its impact on affordable housing. The evaluation will demonstrate the progress made on building out the program and opportunities for the program to grow. The following are two key questions that will guide the analysis of the program:

- 1) How effective was the EDD program at providing technical assistance to emerging and diverse developers seeking funding through the County for affordable housing proposals?
- 2) How successful were the EDD participants in submitting applications and acquiring funding through the 2023 EDD Solicitation?

Program Overview

In 2023, Ramsey County launched the Emerging and Diverse Developers Program (EDD) to diversify the pool of developers acquiring funding through affordable housing solicitations. Ramsey County defined an emerging and diverse developer as an individual or entity that has owned and/or developed no more than five housing properties, including mixed-use properties (housing and commercial space) in Minnesota in the last 10 years as a sole proprietor or under other business entities. The first goal of the program was to implement a housing development solicitation with technical assistance to emerging and diverse developers. The second goal of the program aimed to diversify the pool of developers applying to funding opportunities through the County. To meet these goals, the County developed one program with two parts.

Part One – Technical Assistance. Contracted organizations provided technical assistance to emerging developers planning to apply for future housing and redevelopment opportunities.

Part Two – Solicitation. Ramsey County created an application process for emerging and diverse developers to access funding for affordable housing development. The solicitation focused on housing affordable to residents making between 30-80% Area Median Income (AMI).

Program Creation

To create the EDD Program, Ramsey County’s Community and Economic Development (CED) staff developed a workplan that sought to identify needs in the community of diverse developers. Phase one of the workplan involved targeted interviews with current providers of technical assistance and other government funding partners to discuss gaps and barriers to technical assistance for emerging and diverse developers. CED staff interviewed the following organizations:

NEOO Partners	Urban Land Institute	Baker Tilly	Metro Area Developers of Color	City of St. Paul
City of Minneapolis	Greater Minnesota Housing Fund	Minnesota Housing Finance Agency	Family Housing Fund	1 Day At A Time
Latino Economic Development Center	Metropolitan Consortium of Community Developers	Twin Cities Local Initiatives Support Corporation	PRG of Minneapolis	Project for Pride in Living

Following interviews, CED staff created the scope of work for the EDD TA Program and released a Request for Proposals (RFP) to contract with technical assistance experts. From the RFP responses, the County contracted with NEOO Partners, who then subcontracted to Urban Land Institute (ULI-MN) and Baker-Tilly to support their main cohort programming, smaller group work, and one-on-one coaching. CED staff and the three technical assistance (TA) providers formed a Technical Assistance Strategy (TAS) Team to collaborate on the program application, curriculum, and solicitation recommendations. Between May and June 2023, the TAS Team conducted four focus group sessions to identify barriers in solicitations. CED staff used the focus group findings to design solicitation criteria that differed from past housing development solicitations:

- Extended the solicitation period to 8 weeks instead of 4 weeks.
- Pre-development costs are eligible for funding.
- No required development experience.
- Local, in-person public outreach sessions.
- Affordability requirement decreased from 30 years to 20 years.
- Friendly jargon and technical features in the application.

The 2023 EDD Solicitation included the criteria listed above and CED staff released the solicitation on August 17th, 2023. The solicitation closed on October 31st, 2023.

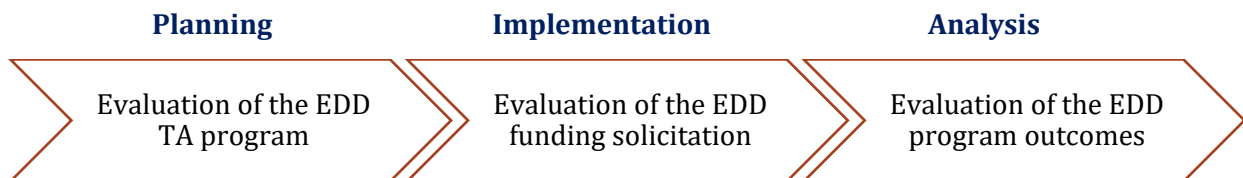
Methods

To assess the effectiveness and success of the 2023 EDD Program’s two parts: the TA program and solicitation, CED staff developed a program evaluation plan that focused on three strategies: an on-going participatory evaluation process by partner organizations and CED, an exit survey by program participants, and an analysis of data on applications received and awarded.

EDD Survey. In November of 2023, the TA providers reached out to participants of the program to ask them about their experience through an online survey. The survey consisted of 17 questions that collected feedback on the quality and success of the program. Participants were asked to share how well the program model worked, major accomplishments and challenges, and improvements needed for the future. Of the 48 participants in the EDD program, 18 participated in the survey. 12 of the survey respondents were from the EDD Cohort and 5 respondents were from EDD 1:1 Coaching and Small Groups. The survey asked questions on the following topics:

- Satisfaction with small group, cohort, and coaching sessions
- Most useful components of the program
- Additional technical assistance for 2024
- Barriers to the application process
- 2023 EDD solicitation applications
- 2024 EDD solicitation aspirations
- Environmental/sustainability strategies

Participatory Evaluation. Throughout 2023, the TA providers supported program evaluation through planning, implementation, and analysis. Following EDD awards, CED staff contacted the TA providers for feedback on the success of the program. Conversations between CED staff and TA providers addressed the different phases of the program and what recommendations would improve the 2024 EDD TA Program and Solicitation. CED staff utilized this method to empower and connect to the local realities of emerging diverse developers. Below are the stages of participatory evaluation that contributed to the findings and recommendations of the 2023 EDD TA Program and Solicitation.



Analysis of Applications and Awards. CED staff analyzed data gathered from the 2023 EDD Solicitation to determine what types of projects were awarded funding. Based on project type, CED staff assessed what areas of affordable housing were being met by newly awarded EDD subrecipients. Data analyzed included:

- Demographics of the EDD TA Program participants.
- Percentage of applicants from the EDD TA Program.
- Number of awards to EDD TA Program participants.
- Funding percentage of EDD TA Program participants vs. non-participants.
- Percentage of funded units at different AMI levels.
- Average AMI for funded unit mix.
- Size and scope of funded projects.
- Development team profiles.
- Funded project locations.

Findings

This evaluation of the 2023 EDD Program focuses on how the program operated in the first year, its success in reaching the targeted audience, and its impact on affordable housing solicitations. Following participatory evaluation, an exit survey, and an analysis of qualitative and quantitative data, several main themes emerged from the two parts of the program.

- **In-person community outreach.**
- **Technical assistance satisfaction.**
- **Requests for additional support.**
- **Dedicated funding increased EDD participation.**
- **EDD impact on affordable housing.**
- **Race and gender in the solicitation.**
- **Defining an emerging and diverse developer.**

In-Person Community Outreach. The County determined that an essential component of the EDD Program is community level outreach. Unlike experienced developers, many emerging and diverse developers are not connected to professional networks, information and training opportunities, or general communication channels for developers.

Experienced developers often have grant-focused staff and robust support networks for competing in funding opportunities. In addition, conversations within the TA provider community and program participants revealed that many aspiring developers mistrust the government and do not perceive themselves as the audience for engagement conducted by the government. Due to this disconnect between emerging and diverse developers and

housing development funding opportunities, many aspiring developers do not consider themselves developers, but align more with being landlords or property owners. To bridge community needs with funding opportunities, the TAS team found that emerging and diverse developers respond best to in-person community outreach efforts and word-of-mouth invitations.

Technical Assistance Satisfaction. External partner collaboration leveraged the knowledge of community experts, which in turn enhanced the ownership, relevance, and credibility between the target community and the EDD program activities. The program exit survey for EDD participants supports these findings with an average response falling between “very satisfied” and “satisfied” for questions on the various program activities (i.e., cohort sessions, one-on-one coaching, and small group sessions). The survey had an overall 38% response rate, with a 43% response rate from cohort participants and a 23% response rate from participants in the one-on-one coaching and small groups. Of the participants who responded to the usefulness of the program, 13 out of 14 respondents would recommend the EDD Program in the future. Overall, the survey responses reflect participant satisfaction for the EDD Program as well as eagerness for the program to expand. Below is narrative support from two cohort participants:

"The testimony of all of the industry experts and professionals that came and presented were very invaluable, all of the questions they answered for the cohort members was very useful. It was also very useful and helpful to have the staff on board every session. They all work in this industry and their consistency was the connection the class needed to make sense of development for beginners."

"The EDD program came at such a crucial point in my life. Earlier this year, I was laid off from my job and not sure about the next steps I would take. This program couldn't have come at a better time in my life. Everyone was so inspiring, and they motivated me to start my affordable housing journey. Thank you so much for making this program available!"

Requests for Additional Support. In the program exit survey, 7 of the 18 respondents wrote that they continued to experience barriers to completing the EDD Solicitation. These respondents expressed issues with predevelopment costs, time to compile materials, and inability to finance their projects. Respondents of the open-ended survey questions on additional support and recommendations for the 2024 Solicitation, expressed a desire for:

- A longer program to allow time for participants to network and collaborate.
- More trainings or longer trainings to better understand material.

- More practice projects built into the program.
- A hands-on project or an internship.
- Community engagement practices.

In comparison with the high average rating of satisfaction for EDD TA Program activities, the survey results show that 1) there is a strong need in the community for technical assistance and training in housing development practices and, 2) participants highly valued their experience. Further, the high demand for more training and desire for a longer program period demonstrate how the TA services provided a space for emerging and diverse developers to cultivate a deeper understanding of programmatic needs in the EDD community.

Dedicated Funding Increased EDD Engagement. Through conversations with TA providers, CED staff determined that emerging and diverse developers are more likely to benefit from an offer of technical assistance when connected to a funding opportunity. The 2023 EDD Solicitation paired a technical assistance (TA) program with \$2,971,945 in funding for affordable housing development. The following outlines the high participation rate of the 2023 EDD TA Program in the 2023 EDD Solicitation:

Solicitation Response:

- The County received 25 applications from 21 different developers.
- 76% of the applications were from participants in the EDD TA Program.
- 71% of the developers participated in the EDD TA Program.

Awarded Projects:

- The County awarded funding to 11 projects from 10 different developers.
- 64% of the awarded applications were from participants in the EDD TA Program.
- 60% of the awarded developers participated in the EDD TA Program.
- 53% of the awarded funding went to participants from the EDD TA Program.

The high rate of participation from the EDD TA Program in the 2023 EDD Solicitation and awarded funding demonstrates the TA providers' findings that dedicated funding tied to a technical assistance program increases participation of emerging and diverse developers in County funding opportunities. The EDD TA Program exit survey supports the data above with 13 out of 14 respondents stating they would apply for funding in 2024. Therefore, both the solicitation data and TA program exit survey demonstrate that the dedicated funding increased engagement of emerging and diverse developers in County solicitations.

EDD Impact on Affordable Housing. Of the 11 projects awarded funding in the 2023 EDD Solicitation: 3 are preservation, 4 are new construction and 4 received pre-development funding only. To assess the affordability metrics of each project, the EDD Program focused

on the average Area Median Income (AMI) limits for each application. For the 11 awarded projects, the median average AMI for the awarded applications is 59% AMI and the average is 52% AMI. Out of 282 units, 1 unit is 100% AMI market rate, 19 are 80% AMI, 152 units are 60% AMI, 60 units are 50% AMI, and 50 units are 30% AMI. Within the 50 units at 30% AMI, two projects had designated supportive units, totaling to 30 permanent supportive housing units. In total the awarded projects will create 228 affordable units and preserve 53 existing affordable units (see Figure 1).

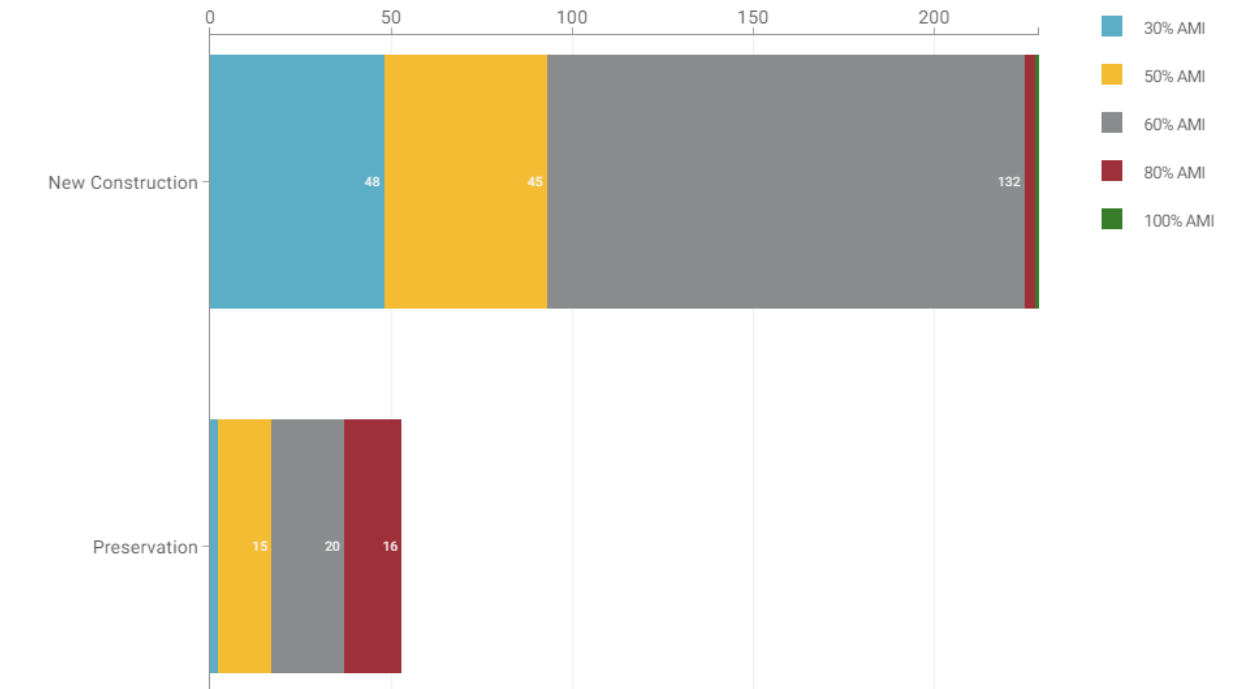


Figure 1: Housing units created and preserved by EDD Program in 2023

In addition, 7 out of the 11 projects funded, represent “missing middle” housing types. Missing-middle housing refers to house-scale buildings with multiple units in walkable and livable neighborhoods. This type of housing development is often “missing” because recent municipal zoning codes excluded these rental housing types from residential neighborhoods. Instead, residential construction focused on larger apartment complexes along commercial corridors and single-family homes in low-density neighborhoods. Increasing the construction and preservation of missing middle housing reduces barriers to new developers in the rental housing market. This housing type may require less funding and may be allowed on more, lower-cost sites. For residents this housing may be more accessible to transit, affordable, walkable and connected to community resources. Missing middle housing has the potential to support multi-generational families to stay in their communities.

Race and Gender in the Solicitation. Results from the data on race and gender in the 2023 EDD Solicitation show that Black applicants had the highest rate of participation in the solicitation and were also awarded funding at the same rate of participation. Black females had a lower participation rate than black males in the solicitation, but a higher success rate in awarded funding. Similarly, Asian females had a lower participation rate in the solicitation but were very successful in awarded funding. While White males were more successful than Black males in awarded projects, the funding distribution for awarded projects matched White male representation in the pool of awardees. Overall, females made up 30% of the awardees and received 46% of the funding, while males made up 70% of the awardees and received 54% of the funding. In line with the EDD Program goals, these findings show a high participation rate for Black applicants, and a high success rate for Black and Asian female applicants in the solicitation. Below is a detailed outline of the race and gender data from the applicants and awardees of the 2023 EDD Solicitation.

2023 EDD Solicitation Applicants: The main applicant demographic in the 2023 EDD Solicitation was Black and male with 52% of the applicants Black, and 38% Black males. 3 out of 8 black males received funding. Asian and White males were equally represented. Asian men made up 14% of the applicant pool and 1 out of 3 Asian men received funding. White males also made up 14% of the applicant pool, but 100% received funding. Black females made up 14% of the applicant pool and 2 out of 3 Black females received funding. White females made up 10% of the applicant pool and did not receive any funding. Asian females were the least represented and 100% received funding. American Indian males made up 5% of the applicant pool and did not receive any funding (see Tables 1, 2, and 3).

	<i>% of Awardees</i>	<i>% Success Rate</i>
Male	71%	54%
Female	29%	46%

Table 1: Comparison of applicants' gender and award distribution

	<i>% of Awardees</i>	<i>% Success Rate</i>
Black	52%	53%
White	24%	32%
Asian	19%	15%
American Indian	5%	0%

Table 2: Comparison of applicants' race and award distribution

	<i>% of Awardees</i>	<i>% Success Rate</i>
Black Male	38%	38%
Black Female	14%	67%
White Male	14%	100%
White Female	10%	0%
Asian Male	14%	34%

Asian Female	5%	100%
American Indian Male	5%	0%
American Indian Female	0%	0%

Table 3: Comparison of applicants' race, gender, and award distribution

2023 EDD Solicitation Awardees: Of the awardees for the 2023 EDD Solicitation, 50% of the awarded developers were Black, 30% were White, and 20% were Asian. For gender, 30% of the awarded developers were female, 70% were male. Comparing the distribution of race with funding for awarded developers, 50% of the awardees were Black and received 53% of the available funding, 30% were white and received 32% of the funding, and 20% were Asian and received 15% of the funding (see Table 4).

	<i>% of Awardees</i>	<i>% of Awarded Funds</i>
Black	50%	53%
White	30%	32%
Asian	20%	15%

Table 4: Comparison of awardees' race and award distribution

Adding gender into the comparison, Black males made up 30% of the awardees and received 21% of the funding. White males made up 30% of the awardees and received 32% of the funding. The one Asian male (10% of the awardees) received less than 1% of the funding. Black females made up 20% of the awardees and received 31% of the funding. The one Asian female (10% of the awardees) received 15% of the total funding (see Table 5).

	<i>% of Awardees</i>	<i>% of Awarded Funds</i>
Black Male	30%	21%
Black Female	20%	31%
White Male	30%	32%
White Female	0%	0%
Asian Male	10%	1%
Asian Female	10%	15%

Table 5: Comparison of awardees' race, gender, and award distribution

Defining an Emerging and Diverse Developer: Of the 10 developers awarded funding in the 2023 EDD Solicitation, there were significant differences in how various developers met the definition for emerging and diverse developer. In terms of organizational capacity, 7 out of the 10 awarded developers had small operations with one to two employees. 3 out of the 10 partnered with more established developers, bypassing site ownerships issues and capitalizing on established professional networks. One awardee owned property that produced high annual revenue for their company and had past successful funding awards with Ramsey County, yet this awardee still fell under the limits for development experience outlined in the 2023 definition of emerging and diverse developer. Comparing EDD TA

Program participants to the other developers awarded funding, most TA EDD awardees operated with fewer employees and even with site control, lacked ownership of the property proposed for development. In addition, while EDD TA Program participants received 53% of the awarded funding for the 2023 EDD Solicitation, they represented 76% of the applications. In comparison to emerging and diverse developers who did not participate in the EDD TA Program, these developers represented 24% of the applications but received 47% of the awarded funding.

In summary, the 2023 EDD Solicitation provided a space for competing definitions of an emerging and diverse developer, which highlighted different strategies the County might utilize to support varied levels of emerging developers in the future. The findings suggested that the 2023 definition allowed more established emerging developers to compete with emerging developers still in the process of building their network and capital. The more established emerging developers did not need the technical training to successfully acquire funding and their project profiles did not reflect common barriers outlined by the TA providers in the development of the EDD Program and Solicitation. While diverse and innovative in their proposals for affordable housing, the EDD profiles of the majority of unaffiliated developers conflicted with the EDD Program goals and target community.

Recommendations

The 2023 EDD Program aimed to understand and address barriers facing emerging and diverse developers in funding opportunities for affordable housing. The program evaluation confirmed a critical need for dedicated funding with technical assistance and the role different forms of support play in diversifying the pool of developers in solicitations. We learned from TA providers that outreach must be community specific with in-person outreach and that technical assistance is highly valued while simultaneously providing a space to identify more needs in the EDD community. We also recognized competing definitions of emerging and diverse developer, which helped the CED staff and TAS Team better understand different levels of emerging and diverse developers as well as the barriers faced by each level. Based on these findings, the County makes the following recommendations:

- **Redefine emerging and diverse developers.**
- **Adjust the technical assistance timeline.**
- **Continue dedicated local funding.**
- **Track EDD participation across solicitations.**

Redefine Emerging and Diverse Developers. The 2023 community outreach highlighted that program participants don't always identify with the term developer. The program

aimed to empower program participants to identify as developers and participate in government funding opportunities. The results of the 2023 EDD Solicitation reflected many EDD TA program participants, but the results also reflected a conflicting type of emerging developer unaffiliated with the TA program. These emerging developers did not require technical assistance, did not face the same barriers outlined through collaboration with TA providers, and overall were already established in networking and capital.

The conflicting EDD profiles demonstrated that the definition of emerging developers for the 2024 EDD Program should change to target individuals and entities who may not qualify for other funding opportunities due to their level of experience. NEOO Partners identified 25 units as a better measure for development experience, because developers with over 25 units will require an established property management system and therefore experienced enough to compete in other funding opportunities. For 2024, CED staff recommends revisiting the 2023 definition to support the goal of diversifying the pool of developers and empowering emerging developers. Below is the definition for the 2023 EDD Program and recommended changes for the 2024 definition.

2023 Definition of Emerging Developers: An individual or entity that has owned and/or developed no more than five housing properties, including mixed-use (housing with commercial space) in Minnesota in the last 10 years as a sole proprietor or under other business entities.

2024 Definition of Emerging Developers: An individual or entity that has owned no more than 25 housing units or 15,000 sq ft of commercial space in Minnesota in the last 10 years as a sole proprietor or other business entities. Including in-progress development projects: housing units and/or commercial space that are owned or currently developing.

Adjust the Technical Assistance Timeline. Conversations with TA providers and EDD Program participants demonstrated a need for a longer timeframe for the cohort sessions. The County recommends releasing the cohort intake form in May 2024 instead of July 2024 and starting the TA Program session earlier to meet the high demand for more trainings and time before the start of the solicitation. This will allow EDD Program participants more opportunities to network, accommodate a deeper proforma development, and a longer timeline to secure necessary capital and/or site control before the solicitation opens. In addition, the one-on-one technical assistance needs to be separated from the cohort and released around the same time as the solicitation. This allows the TAS Team to focus one-on-one support to the EDD Solicitation, enhancing the level of assistance provided and encouraging EDD participants to directly apply their cohort experienced to the solicitation opportunity.

Dedicated local funding for the EDD Program. During program creation, TA providers and CED staff identified dedicated local funding as a missing component in many technical assistance programs. The findings from the 2023 EDD Program Evaluation demonstrated the critical need for dedicated funding to allow emerging and diverse developers to immediately apply their technical assistance and compete in a solicitation designed to foster growth in the pool of Ramsey County developers. For the County, dedicated HRA levy funding for the EDD Program provided flexibility on the types of projects funded and reduced barriers to designing an inclusive and competitive EDD solicitation. The County recommends dedicated funding, whether through HRA levy or other sources, to ensure the EDD Program has an applied solicitation attached to technical assistance.

Track EDD participation across solicitations. The County recognizes the importance of monitoring the impact of the EDD Program and assessing areas for improvement. The first year of the program provided a lot of data for analysis, while also revealing better methods for assessing and tracking the EDD Program outcomes. For the 2024 EDD Program, the County recommends conducting a mid-cohort participant survey as well as an exit survey to provide more opportunities for participants to reflect and respond to the program. Data collected from the surveys, solicitation applications, and awarded projects needs to be streamlined into a database designed for longitudinal analysis of the EDD Program.

In addition, the County recommends tracking EDD Program participants across Ramsey County funding opportunities. Many 2023 EDD Program participants applied for funding in the 2024 Housing Development Solicitation. Tracking the progress of participants in subsequent funding opportunities will demonstrate the ability of the EDD Program to prepare emerging and diverse developers for multiple funding streams beyond the specialized EDD Solicitation.

Next Steps

Ramsey County dedicated funding to the 2024 EDD Program and will continue to evolve and streamline the program, ensuring the funding provides an inclusive and competitive space for emerging and diverse developers. As the County moves forward with the second year of the program, it is important that the one program with two parts design reflects the priorities and themes identified in this evaluation report. The upcoming 2024 EDD Program and following 2024 EDD Solicitation will demonstrate the priorities and recommendations outlined within this program evaluation. The 2024 EDD Program will begin in May 2024 and the 2024 EDD Solicitation will open in September 2024 with project awards announced in December 2024.



Ramsey County Request for Proposals ("RFP")

RFP #: CED000000154

RFP Title: Technical Assistance Services for Emerging Developers

Procurement Specialist Name: [REDACTED]
Procurement Specialist Email: [REDACTED]
Procurement Specialist Telephone: [REDACTED]
Procurement Specialist Fax: n/a

Responses must be received by 2:00 p.m. Central time on March 27, 2023.

THIS IS A PRICE INQUIRY. THIS IS NOT AN ORDER.

General Contract/Agreement Terms and Conditions governing this solicitation, including applicable insurance requirements, are included as a part of this document in Section 3. Ramsey County has no obligation to place an order as a result of this inquiry.

Solicitation Schedule

Listed below is the solicitation schedule. Actions with specific dates and/or times must be completed as indicated. If Ramsey County needs to change any of the dates and/or times, an addendum will be posted to DemandStar.

RFP Released: February 27, 2023
Pre Solicitation Response Conference: 1:00 p.m. Central time, March 07, 2023
Pre Solicitation Response Conference Location: Via Zoom link
Contractor Questions Due: March 13, 2023
Addendum with Answers to Questions Issued: March 20, 2023
Solicitation Responses Due: March 27, 2023
Notice of Interviews: Week of April 10, 2023
Interviews: April 17, 2023
Notice of Intent to Award: Week of April 30, 2023
Anticipated Contract Start Date: May 08, 2023

Solicitation Description

Technical Assistance Services for Emerging Developers.

Pre Solicitation Response Conference

A non-mandatory pre solicitation response conference will be held at 1:00 p.m. Central time, on March 07, 2023 at Zoom link <https://zoom.us/j/94666166085?pwd=N091MHZTTzFtTDZlelNkUHJhUVNWQT09>, Meeting ID: 946 6616 6085, Passcode: 748811. The purpose of the conference is to discuss the work to be performed, answer questions, clarify ambiguities and respond to general issues in order to establish a common basis for understanding all of the solicitation requirements. Individuals needing an interpreter or individuals with a disability needing accommodation should contact the Procurement Specialist identified above prior to the date set for the pre solicitation response conference so that a reasonable accommodation can be made.

1. Project Information

1.1. Purpose

Ramsey County (the "County"), through the Community & Economic Development (CED) Department, is seeking support in providing project-level technical assistance services to build the capacity for emerging housing developers in the Ramsey County attempting to apply to bi-annual Ramsey County Housing and Community Development Solicitations. The goal of this assistance is to improve the quality of participants' requests for project financing by strengthening their familiarity with pertinent underwriting and project management practices and educating them about strategic relationship-building.

1.2. Background Information

Definitions:

Emerging developer: An individual or entity that has developed no more than five (5) housing developments in the state of Minnesota.

Technical assistance: Technical assistance for an emerging developer here would support the application process for future Ramsey County solicitations. Is the process of providing organized support to a development need or problem.

Here is an example community development solicitation from past funding years: [the 2022 Affordable Housing Development Solicitation](#)

Ramsey County would like to engage a technical assistance provider who will assist emerging developers produce competitive development proposals and applications for Ramsey County funding opportunities. This RFP seeks to further progress the [ECI Plan Strategies](#) which align with [County Goals](#) to "cultivate economic prosperity", invest in neighborhoods with concentrated financial poverty and model fiscal accountability, transparency and strategic investments. As stated in Ramsey County Economic Competitiveness and Inclusion Plan (ECI Plan), a widening undercapitalization in minority business enterprises is stifling overall economic growth. This undercapitalization is causing Ramsey County to miss out on the economic contribution of approximately 500 Black, Latinx, Asian, and Indigenous business enterprises. Ramsey County also needs 15,000 deeply affordable housing units to address the need for those most severely impacted by the lack of affordable housing. To address these needs, County leaders and staff, together with partners across the housing spectrum, will work together to address critical housing needs, support services, and disparities; to align public, private and philanthropic resources in support of new housing supply, and preserving existing affordable housing while improving climate resiliency through technological advances that will also reduce household utility costs.

The procurement of technical assistance providers for emerging developers will assist developers in executing multiple strategies of the ECI Plan:

1. Preserve and increase the supply of rental housing units for lowest-income residents (Strategy 1)
2. Expand affordable homeownership opportunities and improve housing stability for communities that have experienced historic wealth extraction (Strategy 2)
3. Develop pathways to entrepreneurship and Black, Latinx, Asian, and Indigenous business ownership (Strategy 6)
4. Strengthen business retention and expansion infrastructure to support communities (Strategy 8)

1.3. Scope of Services

Services to be provided on an as-needed may include:

Technical assistance provider(s) hereinafter referred to as “contractor(s)” will assist emerging developers hereinafter referred to “applicants” with funding applications to create low-to-moderate income housing and commercial development projects within Ramsey County. Contractors may build capacity for applicants either in a cohort-based model, a one-on-one model or a combination of the two. A Competitive proposal must include both required activities and must propose at least one eligible activity listed below.

Required Activity 1: Outreach

Contractors may be responsible for community outreach potential applicants to increase the application pool. Contractors may communicate in-person and via social media to share information about services offered to a target audience of people who are (or interested in becoming) emerging developers. Communications may be developed in many languages or tailored to meet the needs of racially and ethnically diverse applicants. Selected contractor will work with CED staff to develop a referral process for potential applicants and an associated communications strategy.

Required Activity 2: Collaborative Solicitation Design for Emerging Developers

Contractors will work collaboratively with Ramsey County CED staff to develop a housing development solicitation for emerging developers between May and July 2023. Ramsey County staff will be responsible for the implementation the housing development solicitation.

Eligible Activity 1: Cohort-based Educational Sessions

Contractors may provide cohort-based training sessions for applicants that cover proforma development, multifamily workbook development, relationship building, pre-bid financial mapping, the basics of applying for county funding, property acquisition, site control, etc. These sessions should be hosted in Ramsey County and in-person when possible. Existing cohort programs for emerging developers may apply.

Eligible Activity 2: One-on-one Support

Contractors may offer ongoing support to applicants with a cumulative total of up to 40 hours of technical assistance to help them apply for Ramsey County funding opportunities. Contractors will additionally offer 10 more hours of services for projects awarded funds to help with the implementation of the project that was awarded funds. Contractor may not exceed 50 total hours of services per applicant. Contractors will assist applicant by providing advice to applicants. Emerging developers are ultimately responsible for their applications to Ramsey County solicitations.

1.3.1.

During the term of the contract, the County reserves the right to add similar in scope goods/services, via written amendment, to accommodate accidental omissions, unanticipated needs, or new offerings.

1.3.2.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

1.3.3.

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

1.4. Contractor Qualifications

Contractors will be required to support applicants applying for future Ramsey County housing development solicitations.

Areas that Technical Assistance providers will have to demonstrate knowledge in are as follows:

Financial Feasibility: Contractors hired through this solicitation will assist applicants in creating a finalized copy of the multifamily workbook. This workbook will cover pre-development costs needed for emerging developers to secure funding and provide financial mapping guidelines that will be used to determine appropriate funding needs for the emerging developer's proposed project. Contractors will also help applicants determine feasibility as it pertains to size and scope of the project, and environmental conditions at the proposed project site. Contractor should assist applicants with advice on the city land use approval process as needed.

Affordability: Contractors applying for this solicitation will assist applicants in determining project feasibility; to include lot and unit size(s), income and rent limits, proforma development and to the navigation of funding sources like LIHTC, ERF, HOME, ARPA, bonds, private loans, etc. Contractors will assist applicants in creating housing solutions that have rental limits between 30-80% AMI.

Organizational Capacity: A contractor who applies to this solicitation will seek to provide community-based support solutions for developers applying to future Ramsey County solicitations either in a cohort-based, a one-on-one model or a combination of the two. The contractor will be required to have experience with assisting developers to construct competitive applications for County/City/State/Federal funding announcements/ requests for funding/requests for quotes for housing development. This includes knowledge of financing, governmental regulations, environmental planning, land use/zoning processes, and general application support. Contractor should demonstrate that they have enough staff capacity to execute proposal.

Strategic Alignment: Contractors will make sure that applicant's application(s) are in-line with [ECI Plan strategies](#), [the Deeply Affordable Housing Initiative](#) and [CED's Equitable Development Framework](#). These documents align with general County goals and the annual strategic plan

1.5. Multiple Contractors

Ramsey County reserves the right to contract with one or more Contractors based on the evaluation criteria stated in this solicitation.

1.6. Contract Term

1.6.1.

The term of the resulting Agreement is estimated to begin on May 08, 2023 and shall not exceed 5 years, including any renewal options.

1.6.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

1.7. Costs

1.7.1.

The resulting contract fee shall be a rate setting contract.

1.7.2.

The solicitation response shall include all costs for supplies, materials, equipment, labor, and expenses necessary to perform the Work. Costs will be scored as a function of this solicitation and Ramsey County is not required to choose the lowest bidding contractor for this solicitation.

1.7.3.

The contractor is understood to have included in its response price any *applicable* State or Federal sales, excise or other tax on all materials, supplies and equipment that are to be utilized. Do not itemize tax separately.

1.8. Subcontractors

Subcontractors may be used to perform work under the resulting contract.

2. General Solicitation Standard Terms and Conditions

2.1. Solicitation Process

2.1.1.

The County will not provide compensation to the Contractor for any expenses incurred for solicitation response preparation.

2.1.2.

All communications during the solicitation process shall be directed to the Procurement Specialist as identified on the first page of this solicitation. Contractors shall not have contact with any other County employees, elected officials, community representatives, County consultants and/or other contractors associated with the solicitation at any time during the procurement process. Violation of this provision may disqualify the contractor from consideration.

2.1.3.

The County expressly reserves the right to amend or withdraw this solicitation at any time and to reject any or all responses, and to waive any informalities or irregularities in the responses as may be deemed in the best interest of the County.

2.2. Solicitation Questions

All questions concerning this solicitation shall be submitted in writing to the Procurement Specialist at the email address listed on the first page of this solicitation document.

2.3. Solicitation Addenda

Any solicitation changes, additions, alterations, corrections, or revisions shall be made in writing via an addendum within a reasonable time to allow prospective contractors to consider them in preparing their solicitation responses.

2.4. Collusion

Contractors shall not enter into an agreement, participate in any collusion, or otherwise take any action in restraint of free competition in connection with this solicitation or any contract which may result from its acceptance, including actions involving other contractors, competitors, County employees, County consultants or County Board members. Evidence of such activity will result in rejection of the solicitation response.

2.5. Solicitation Response Content Checklist

Contractors shall include the following forms and information in their solicitation responses. Responses, including all content listed below, should be a maximum of 50 pages.

2.5.1.

Completed Solicitation Response Form, attached.

2.5.2.

Completed Contractor Information and Reference Form, attached.

2.5.3.

Contractor's cost. Not to exceed \$175,000.00 annually.

2.5.4.

Contractor's overall approach or solution.

2.5.5.

Resumes or brief description of experience of key Project participants, including prior projects of similar size and scope for which the participants played the same or a similar role as proposed for the County's project.

2.5.6.

Breakdown of Project services by phases or tasks. For each phase or task listed, identify:

Key Project staff to be involved and their roles and responsibilities

Time commitment for each person

Timeline

Deliverables

County responsibilities, if different from the description contained in the solicitation

2.5.7.

Any exceptions to the General Contract/Agreement Terms and Conditions must appear in the Contractor's proposal under a separate section titled "Exceptions", with proposed alternate language or deletions. The County has no obligation to accept or agree to any such exceptions requested by a Contractor. Even if there are no exceptions, a statement must be provided.

2.6. Response Submission

Contractors must submit the solicitation response via email to the Procurement Specialist listed on the first page. Responses must be received no later than 2:00 p.m., Central time, on March 27, 2023. Faxed, delivered, and oral solicitation responses will not be considered.

2.7. Solicitation Response

2.7.1.

Upon submission, a solicitation response becomes the property of the County and will not be returned. The County retains the right to use any concept or idea presented in any solicitation response, whether or not that solicitation response is accepted. All information included in the submitted solicitation response will be classified in accordance with Minn. Stat. §13.591 governing data practices.

2.7.2.

The solicitation response shall remain valid for 120 days starting on the solicitation response due date.

2.8. Conditioning Solicitation Responses Upon Other Awards Not Acceptable

Solicitation responses conditioned upon receiving award of both this particular contract being solicited and another County contract shall be rejected.

2.9. Solicitation Response Mistakes

2.9.1.

A solicitation response may be withdrawn on written request of the Contractor prior to the solicitation due date and time. Negligence of the Contractor in preparing its response confers no right to withdraw the solicitation response after the solicitation due date and time. Prior to the due date and time, changes may be made, provided the change is initialed by the Contractor's agent. If the intent of the Contractor is not clearly identifiable, the interpretation most advantageous to the County will prevail.

2.9.2.

Any solicitation response, withdrawal, or modification received after the solicitation due date and time shall be considered late and the solicitation response, withdrawal, or modification shall be rejected.

2.9.3.

If the solicitation response includes a unit price calculation and the Contractor has made an error when calculating the extended price, the unit price shall be used for contract award.

2.10. Evaluation and Selection Process

2.10.1. Creation of Evaluation Team

The County shall create an Evaluation Team composed of scorers and contributors. The Evaluation Team scorers will consist of County employees, or community representatives who represent different backgrounds, experience, subject matter, and departments. The Evaluation Team contributors may consist of County employees, community representatives and County consultants. Contractors can only communicate with the County Procurement Specialist. Exceptions include interviews/demonstrations, site visits/e-

visits or upon Notice of Intent to Award. Violation of this provision may disqualify the contractor from further consideration.

2.10.2.

The Evaluation Team shall evaluate the written solicitation responses using the following Evaluation Criteria, with the identified maximum points values:

Evaluation Criteria and Maximum Points Value

- 20 Key Personnel Qualifications (experience, training, technical and professional ability)
- 20 Cost
- 30 Project Understanding and Approach
- 30 Community Involvement (Connection to racially diverse populations)
- 100 Total Possible Points

2.10.3. Optional Contractor Interviews/Demonstrations

2.10.3.1.

The County reserves the right to interview any or all proposers, or to require a demonstration at its discretion. The County is not responsible for any costs incurred by the proposer in preparing for or participating in an interview or demonstration.

2.10.3.2.

If interviews or demonstrations are required, Contractors selected shall be given enough time to make necessary preparations and travel arrangements. All Contractors interviewed shall be given the same amount of time for the interview.

2.10.3.3.

An additional 100 points are allocated to interviews and/or demonstrations. The department determines how the points are to be split between interview and demonstration, if both are conducted.

2.10.4. Optional Site Visits/E-Site Visits

2.10.4.1.

The County reserves the right to conduct site visits or e-site visits with any or all proposers. The County is not responsible for any costs incurred by the proposer in relation to a site visit or e-site visit.

2.10.4.2.

If site visits or e-site visits are required, Contractors selected shall be given enough time to make necessary preparations and arrangements. All Contractors selected shall be given the same amount of time for the site visit or e-site visit.

2.10.4.3.

An additional 100 points are allocated to site/e-site visits if conducted.

2.10.4.4.

Departments may choose to conduct a site visit at the proposers' premises or an e-site visit using video conferencing as long as the same type of visit is used for all proposers.

2.11. Selection of Contractor

The responsible and responsive contractor that scores the highest combined score for the evaluation response, interview/demonstration (if requested by the County), and the site

visit/e-site visit (if requested by the County) will be issued a Notice of Intent to Award Letter.

2.11.1.

The County is not bound to accept the lowest cost.

2.11.2.

The County reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of Contractors as the County deems to be in its best interests.

2.11.3.

The County reserves the right to request any additional information at any stage of the solicitation process. Compliance shall be at the contractor's expense.

2.12. Notice of Intent to Award

The following must be submitted in response to a Notice of Intent to Award Letter within 10 business days:

2.12.1.

Taxpayer Identification Number and Certification, I.R.S. Form W-9

2.12.2.

All Contractors, with the exception of sole proprietors, shall be properly registered with the State of Minnesota prior to contract award. A Contractor whose main office is not in the State of Minnesota must register with the State of Minnesota as a foreign vendor.

2.12.3.

Certificate of Insurance (COI), upon request

2.13. Public Notice

The County uses DemandStar to release competitive solicitations and associated addenda. Subscription to DemandStar is free by following the [DemandStar Registration Instructions](#). Contractors may contact DemandStar directly by calling 206-940-0305 or email at demandstar@demandstar.com. Solicitations shall be published in the County's official newspaper as required by state statute.

2.14. Trade Secret Information

2.14.1. Trade Secret Information Caution

Solicitation response data marked as, for example, "confidential" or "proprietary" or other similar designation, will not be considered by the County to be Trade Secret Information within the meaning of Minnesota Statutes Chapter 13 unless the data meet the criteria set forth in Section 13.37, subd. 1(b).

2.14.2. No Contingency

The solicitation response shall not be contingent on the County accepting the contractor's claim that certain data is Trade Secret Information within the meaning of Minnesota Statute Section 13.37, subd. 1(b).

2.14.3. Trade Secret Designation

In order to designate information as Trade Secret, the Contractor must request that certain provisions of the submitted solicitation response be treated as Trade Secret Information

data using the attached Ramsey County Contractor Application for Designation of Trade Secret Information Form. Any request for access to the data will be handled in accordance with state law and the provisions of Ramsey County Policies and Procedures. If the form is left blank, states "NA", or is not signed, no information in the solicitation response will be considered Trade Secret.

2.14.4. Trade Secret Information Review

County review of data identified as Trade Secret Information will not occur unless and until such time as an appropriate request for the data is made by a third party.

2.14.5. Notice of Request for Trade Secret Information

If a request for data is made and any part of the solicitation response is identified as trade secret, the County will notify the responder with notice of the request for the Trade Secret Information.

2.15. Only One Solicitation Response Received

If only one solicitation response is received, an award may be made to the single Contractor if the County finds that the price submitted is fair and reasonable, and that either other Contractors had reasonable opportunity to respond, or there is not adequate time for re-solicitation.

3. Contracting for Equity

3.1. Commitment to Advancing Racial Equity

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

3.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."

3.3. Equal Employment Opportunity and Civil Rights

3.3.1.

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

3.3.2.

Contractors shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

3.3.3.

Contractors shall agree that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

3.3.3.1.

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

3.3.3.2.

Subject to discrimination in employment under any program or activity related to the services provided by contractors.

3.3.3.3.

If it is discovered that a contractor is not in compliance with applicable regulations as warranted, or if the contractor engages in any discriminatory practices, as described above, then the county may cancel said agreement as provided by the cancellation clause of this agreement.

3.4. Diverse Workforce Inclusion Resources

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the websites below:

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals. Additional assistance is available through askworkforcesolutions@ramseycounty.us or by calling 651-266-9890.

4. General Contract/Agreement Terms and Conditions

4.1. Contract Term and Schedule

Services may not begin until the contract has been fully executed. An expired contract cannot be extended or renewed.

4.2. Payment

4.2.1.

No payment will be made until the invoice has been approved by the County.

4.2.2.

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

4.3. Application for Payments

4.3.1.

The Contractor shall submit an invoice as mutually agreed upon by Contractor and the County.

4.3.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

4.3.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

4.3.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

4.3.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

4.3.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

4.4. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

4.5. Successors, Subcontracting and Assignment

4.5.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

4.5.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

4.5.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

4.6. Compliance With Legal Requirements

4.6.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

4.6.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the

contract, including registration to do business in Minnesota with the Secretary of State's Office.

4.7. Data Practices

4.7.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

4.7.2.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

4.8. Security

4.8.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

4.8.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

4.8.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

4.8.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

4.8.5.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

4.9. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

4.10. Contractor's Insurance

4.10.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

4.10.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

4.10.3.

Commercial general liability of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,000,000 personal injury and advertising liability.

4.10.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

4.10.4. Workers' Compensation

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

4.10.5.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

4.10.6.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

4.10.7.

If the contractor is driving on behalf of the County but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 combined single limit auto liability, including hired, owned and non-owned.

4.10.8.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability, professional liability and umbrella liability insurance required of the Contractor under this Agreement.

4.10.9.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

4.10.10.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

4.10.11.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

4.10.12.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

4.10.13.

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

4.11. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

4.12. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County: TBD

Contractor: TBD

4.13. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

4.14. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

4.15. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to,

identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

4.16. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

4.17. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

4.18. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

4.19. Termination

4.19.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

4.19.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

4.19.3.

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

4.20. Interpretation of Agreement; Venue

4.20.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

4.20.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

4.21. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

4.22. Infringement

4.22.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

4.22.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such injunction imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

4.23. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

4.24. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

4.25. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.



**RAMSEY COUNTY
SOLICITATION RESPONSE FORM**

<p>Solicitation Number: CED0000000154</p> <p>Solicitation Title: Technical Assistance Services for Emerging Developers</p> <p>The following shall be completed by the Contractor:</p> <p>Contractor Company Name:</p> <p>State the number of solicitation addenda received:</p>
<p align="center">PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION RESPONSE FORM</p> <p>The provisions of the solicitation document should be reviewed and understood before preparing a solicitation response. Unless the solicitation document provides otherwise, the solicitation response shall be the best price for all labor, equipment, materials and services for the project described in the solicitation document.</p>
<p>Rate Setting Information:</p> <p align="right">Price: \$ _____</p>

ACKNOWLEDGEMENT

By signing below, I certify that I understand, agree, and bind the Contractor to the provisions contained in the solicitation document for the above Solicitation Number, including the General Solicitation Terms and Conditions and the General Contract/Agreement Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the Contractor.

COLLUSION

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, County employees, County Consultants or County Board members and without taking any other action which will restrict competition or constitute fraud or collusion.

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Number: CED0000000154

Solicitation Title: Technical Assistance Services for Emerging Developers



RAMSEY COUNTY

COUNTY CONTRACTOR INFORMATION AND REFERENCE FORM

Ramsey County requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response may result in rejection of the Contractor's solicitation response.

Company Information:

1. Contractor Name:
2. Name of CEO or Company President:
3. Telephone Number:
4. Email Address:
5. Address:
6. City:
7. State:
8. Zip Code:
9. Is your company a Certified Small Business Enterprise?
10. If yes, what is your certification number?
11. Is your company a Veteran Small Business Enterprise?
12. If yes, what is your certification number?

Solicitation Response Contact:

1. Name:
2. Telephone Number:
3. Email Address:
4. Address:
5. City:
6. State:
7. Zip Code:

Reference Requirements: Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation.

1. First Reference

- Company Name:
- Contact Name and Title:
- Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

2. Second Reference

- Company Name:
- Contact Name and Title:
- Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

3. Third Reference

- Company Name:
- Contact Name and Title:
- Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:



RAMSEY COUNTY

CONTRACTOR APPLICATION FOR DESIGNATION OF

TRADE SECRET INFORMATION FORM

Solicitation #CED0000000154

Solicitation Title: Technical Assistance Services for Emerging Developers

By submitting a solicitation response to the County, the contractor acknowledges receiving this form. If the form is left blank, states "NA", or is not signed, no information in the solicitation response will be considered Trade Secret.

The submitted solicitation response data includes Trade Secret Information that we, the contractor, believe to be classified as nonpublic (relating to a non-person) or private (relating to a person) information under §13.37 of the Minnesota Government Data Practices Act.

We are requesting that certain provisions of our submitted solicitation response as indicated below, be treated as Trade Secret Information data and that any request for access to the data be handled in accordance with state law and the provisions of Ramsey County Policies and Procedures. We agree to indemnify and hold Ramsey County harmless from any damages arising out of the release of any materials or data unless they are specifically identified on this Trade Secret Information Form.

Section _____

Page # _____

Topic _____

Classification Justification _____

We understand that a decision regarding this request will be made by Ramsey County. We agree to indemnify and hold Ramsey County, its agents and employees, harmless from any claims or causes of action relating to the County's withholding of data based upon reliance on the above representations including payment of all costs and attorney fees incurred by the County in defending such action.

We further understand that solicitation response data marked as, for example, "confidential" or "proprietary" or other similar designation, will not be considered by Ramsey County to be Trade Secret Information within the meaning of Minnesota Statutes Chapter 13 unless the data meet the criteria set forth in Section 13.37, subd. 1(b).

Company Name _____

Name and Title of Authorized Preparer _____

Signature _____

Date _____



RAMSEY COUNTY
NO SOLICITATION RESPONSE FORM

Ramsey County strives to conduct all solicitations in an open, fair, and transparent manner. If you have selected to not participate in this solicitation, the Procurement Office is asking you to complete this form and return it via e-mail to the appropriate Procurement Specialist.

- 1. We did not feel we could be competitive.
- 2. Insufficient time to respond.
- 3. We did not have sufficient staffing to complete the solicitation response.
- 4. Other (350 character limit):

Contractor Name:
Contact Name:
Telephone Number:
Email Address:
Address:
City:
State:
Zip Code:

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Number: CED0000000154

Solicitation Title: Technical Assistance Services for Emerging Developers



Emerging & Diverse Developers (EDD) Program Intake Form

Program overview

We are glad you are interested in participating in the Emerging and Diverse Developers (EDD) program. The purpose of EDD program is to provide emerging and diverse developers with the technical expertise to lead real estate development, especially in the area of affordable housing development, throughout Ramsey County.

Ramsey County in partnership with NEOO Partners, Urban Land Institute Minnesota, and Baker Tilly, is excited to offer this opportunity of cohort-based educational training and exemplary one-on-one technical assistance coaching that can fine tune your project. Participating in the EDD program will also help prepare you to apply for future Ramsey County solicitations that fund real estate projects.

Participation Pathways

We will use the information provided in this document to recommend a participation path for you. You will either participate in our Cohort+Coaching path or our Coaching Only path. All coaching and cohort instruction will be provided in English.

If you are recommended to participate in our Cohort+Coaching Path, you will participate in a six-part course led by subject matter experts as well as meet 1:1 with coaches who will provide technical assistance. Cohort sessions will meet in-person on Tuesday afternoons from 2:00 - 4:00 pm from August 29, 2023 – October 3, 2023. You are expected to attend all six cohort sessions and commit the time needed to complete assignments as well as attend all 1:1 coaching sessions.

If you are recommended to participate in our Coaching Only path, you will meet 1:1 with coaches who will provide specific technical assistance to support you and your proposed project. Most of the Coaching Only sessions will be conducted online using a virtual platform.

Submission Deadline

This intake form needs to be submitted by Friday, August 18th at 11:59 pm CST. The form takes about 30 minutes to complete and you will have options to save at several points.

Personal Information

Contact Information

* First Name

* Last Name

* Development Company/Organization Name

* Role

* Mobile Phone (XXX-XXX-XXXX)

* Email Address

LinkedIn URL

* **Gender** (*select one or self-describe*)

- Female
- Male
- Non-Binary
- Prefer to self-describe
- Prefer not to respond

self-describe

* **Ethnicity** (*select one*)

- Hispanic or Latino/a/x
- Not Hispanic or Latino/a/x
- Prefer not to respond

* **Racial identity** (*select all that apply or self-describe*)

- Black/African American
- Asian

- American Indian/Alaska Native
- Native Hawaiian/Pacific Islander
- White
- Prefer to self-describe
- Prefer not to respond

self-describe

*** Development Experiences**

How many real estate development projects have you led in Minnesota, including your current projects?

- 0
- 1
- 2
- 3
- 4
- 5
- More than 5

Expertise Areas in Real Estate Development

*** Real Estate Expertise Self-Assessment**

Please rate your skills in the following areas using this proficiency scale.

Lack Experience: Have little or no experiences in this area.

Beginner: Some knowledge around this aspect of real estate (familiarity with concepts and processes, but limited experience in application). Would still benefit from a '101' level overview of the material.

Intermediate: Demonstrable current or past work in this area (2-4 years of experience) and a high level of comfort with these real estate concepts/ideas. Ready for more advanced-level training in this topic.

Advanced: Deeply experienced in this topic; have a minimum of 5 years of full-time experience. Able to help coach others in this particular area.

	Lack experience	Beginner	Intermediate	Advanced
Experience in developing affordable housing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Site choice and market analysis	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Property acquisition and site control	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Concept site design and due diligence	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sustainable development strategies	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community planning and engagement	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Financial mapping and feasibility	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Affordable housing finance and other financing options	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Developing pro forma and capital stack	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Request for Proposal (RFP) response strategies	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Do you have another relevant area of expertise?

(specify area and level of expertise)

Are there specific areas of technical expertise you're looking to acquire in this program?

What are you hoping to gain from participating in this opportunity?

Is there anything more you want the program coaches to know about you or your project?

Project Snapshot

We want to know more about one of your current projects. As you prepare to tell us more about your project, we strongly recommend you to familiarize yourself with the following documents Ramsey County uses to guide their comprehensive economic development strategy, which is centered on equitable growth and strengthening economic competitiveness.

- [Economic Competitiveness & Inclusion Plan](#)
- [Equitable Development Framework](#)
- [Deeply Affordable Housing Infrastructure Initiative](#)

- Critical Corridors Programs

Project Information

* Project Name

* Street Address

* City

* State

* **Do you know if your project is located in a Critical Corridor area of Ramsey County?**

(check by entering your project address into this [map](#))

Yes

No

I don't know

* **Where are you in the Site Control process?**

Have site control

In process

Considering

*** Briefly describe what you envision for this development project.**

*** In addition to multifamily housing, are you planning to include commercial, mixed-use, supportive services, or another form of development on the site?**

*** Does your site plan need to include street lights, storm water management, soil correction, demolition, decrease in parking on site or any other factors?**

If you don't have at this time, feel free to reply "Don't know."

*** How did you decide to go with this affordable housing project? What were some of your key factors in making this decision?**

*** Based on your market research, how does your project compare to local developments in the area?**

* **What have you done to engage the community in supporting your development site? Have you had any hurdles that you want to share?**

* **Have you completed a Development Schedule for the project? If so, please summarize key milestones such as projected financial closing, construction duration, and construction completion.**

*If you decide to upload a copy of your Development Schedule, please write "See attachment" below and upload your document **as part of the next prompt.***

If you prefer, you can upload a pdf version of your Development Schedule here.

Drag your file here

Or, if you prefer

[Browse](#)

Development Team

* **Development Team**

Tell us about your current team

Select One

Primary Development Company	-- Select --	▼
Co-Developer	-- Select --	▼
Property Management Company	-- Select --	▼
Supportive Service Provider	-- Select --	▼
Architect	-- Select --	▼
General Contractor	-- Select --	▼
Real Estate Attorney	-- Select --	▼
Environmental Consultant	-- Select --	▼

*** If you indicated that you have less than a full development team, describe your plan to compensate for skills related to vacant positions.**

Unit Information and Breakdown

Unit Types

How many unit of each program type will be included in this project?

If you plans do not a specific unit type, enter 0 under # of Units.

	# of Units (by type)
Single room occupancy (SRO) without Kitchen	

SRO with Kitchen

0
Bedrooms/Efficiency

1 Bedroom

2 Bedrooms

3 Bedrooms

4 Bedrooms

5 Bedrooms

6 Bedrooms

Common spaces /
Amenity spaces

Is there anything more we need to know about your unit mix?

Program Types

How many units of each program type will be included in this project?

If you plans do not a specific program type, enter 0 under # of Units.

of Units

Housing Tax Credit
(HTC)

HOME Investment
Partnership (HOME)

National Housing
Trust Fund (NHTF)

High Priority Homeless (HPH)

People With Disabilities (PWD)

Market Rate

Common Space

Housing Infrastructure Bond (HIB) Sr Program

Rent Assistance

Operating Subsidy

Is there anything more we need to know about the program types you chose for your unit mix?

*** Demographics served**

How many units will serve the following key demographics?













	# of Units
Senior	<input type="text"/>
People with Disabilities	<input type="text"/>
Permanent Supportive Housing	<input type="text"/>

Funding Sources and Capital Stack

*** How far along are you in securing your capital stack? If you have any gaps in your capital stack, what is your plan to secure the remaining equity or debt?**

What types of funding sources are you using for this project?

Enter amounts for sources that you're using. Enter **0** for sources not being used.

	Enter amount (\$USD)	Commitment Level
First Mortgage	<input type="text"/>	-- Select -- 
General Partner Cash	<input type="text"/>	-- Select -- 
Syndication Proceeds	<input type="text"/>	-- Select -- 
State Historic Proceeds	<input type="text"/>	-- Select -- 
Federal Historic Proceeds	<input type="text"/>	-- Select -- 
Housing Tax Credit Proceeds	<input type="text"/>	-- Select -- 
Economic Development and Housing Challenge (EDHC)	<input type="text"/>	-- Select -- 
Greater Minnesota Workforce Housing Development Program	<input type="text"/>	-- Select -- 
Housing Trust Fund (HTF)	<input type="text"/>	-- Select -- 
Preservation Affordable Rental Investment Fund (PARIF)	<input type="text"/>	-- Select -- 
Rental Rehabilitation Deferred Loan (RRDL)	<input type="text"/>	-- Select -- 
Metropolitan Council Livable Communities Grants	<input type="text"/>	-- Select -- 

Ramsey County's Housing Development solicitation		-- Select --	▼
Ramsey County Environmental Response Fund (ERF) PLUS program		-- Select --	▼
Minnesota Department of Employment and Economic Development (DEED)		-- Select --	▼
Naturally Occurring Affordable Housing (NOAH) Impact Fund		-- Select --	▼
Greater Minnesota Housing Fund		-- Select --	▼
HOME Investment Partnerships Program (HOME)		-- Select --	▼
Community Development Block Grant (CDBG)		-- Select --	▼
Sales Tax Rebate		-- Select --	▼
Energy Rebates		-- Select --	▼
Deferred Loan Request		-- Select --	▼

*** Which type of Housing Tax Credits are you planning to use for this project? (select one)**

- Housing Tax Credits - 9%
- Housing Tax Credits - 4%
- Dual Application - Both 9% and 4% Housing Tax Credits
- No Housing Tax Credits
- Other

Income and Expense Breakdown

Income

	Enter amount (\$USD)
Housing Income	
Covered Parking	
Surface Parking	
Commercial	
Tax Increment Financing (TIF)	
Gross Potential Rent	
Total Other Income	
Total Rental Loss/Vacancy % (will be negative number)	

Expenses

	Enter amount (\$USD)
Administrative	
Maintenance	
Utilities	
Unique Operating Expenses	
Insurance	
Reserves & Escrows	

Program Expectations

The value of the EDDN program experience is enhanced by the quality participation of its members. Each participant is therefore expected to be a committed to bringing their individual skills, assets, and strengths to the experience, whether that is the Cohort + Coaching path or the Coaching Only Path.

OPEN, HONEST, SPECIFIC INFORMATION AND EXPERIENCE:

Be willing to share your areas of expertise, insights, and ideas with the cohort. Come to sessions ready to participate openly and honestly with specific, detailed information and experience from your current and past experiences.

RESPECT FOR OTHERS:

Assume good intent in dialogues. Help make discussions productive and high value by engaging your fellow participants respectfully. Respect the time of your fellow participants, session facilitators, and guests by being physically and mentally present. The sessions have time for breaks throughout, so please keep the multi-tasking to a minimum.

ENGAGE AND BE PRESENT

Each participant has been chosen for the value that their unique background and experience brings to their small group and all participants.

Each Cohort+ session is designed to capitalize on the density of the program. Each session has content that will be referenced in future sessions and pertinent to the success of the group projects. It is important that all participants attend all the sessions. Participants who have excessive unexcused absences will be dismissed from the program.

Participants will be responsible for completing required readings, online learning assignments and delegated group work in preparation for all sessions; being prepared will add value to in-class discussion and group projects.

RECRUIT THE BEST AND BRIGHTEST:

Participants often come into contact with new leaders in the industry, with ideas and best practices that will add greatly to the value of the EDDN program. Recruit these people to participate in the program for future years and as leadership for the program.

* EDDN Program Expectations and Time Commitment

I have read, understand, and acknowledge that I can commit to the EDDN program expectations and the requested time commitment.

I acknowledge.

Program Referrals (optional)

How did you hear about the EDDN program?

Please list organizations, events, and individuals' names.

Request for Accommodations (optional)

Do you require any accommodations or adaptations in instruction to fully participate in the cohort sessions or 1:1 coaching?

If so, please provide detailed information listing ways we can work with you.

Emerging and Diverse Developers (EDD) Program and Solicitation

August 2023

EDD Informational Meeting Agenda

1. Introductions
 1. Community & Economic Development Department (CED) (Ramsey County)
 2. Technical Assistance Team
2. What is a Developer?
3. What is a Solicitation?
4. Technical Assistance
 - NEOO Partners
 - ULI-MN
 - Baker-Tilly
5. Emerging and Diverse Solicitation
 - Open/ Close Date
6. Framework
 - Economic Competitiveness & Inclusion
 - Equity Development Framework

What is a (Housing) Developer?

Housing developers are:

- I. Entrepreneurs who oversee the development and redevelopment of properties.
- II. They plan and control projects from start to finish, from purchasing land to building the property.
 - a) Purchase property with the desire to renovate and/or rent it out as units of housing.
 - b) Have many points of entry

III. You



What is a Solicitation

Solicitation is:

1. Funding opportunity
2. They are documents that make the government's requirements clear so that businesses/ individuals or entities can submit competitive applications.
3. Municipalities generally acquires goods and services through this cost-effective, competitive and fair process accessible to all businesses.

Synonyms

- Request for Proposals (RFPs)
- Request for Quotes (RFQ)
- Notice of Funding Opportunities (NOFO)

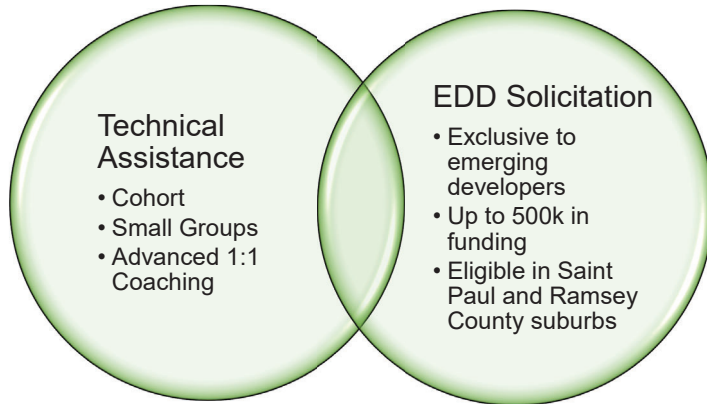
What is a **Solicitation**

In an effort to create affordable housing options for our constituents Ramsey County offers a competitive application process where developers are invited to apply for a duration of time using specific funding sources and guidelines to assist in the application process

- Online application
 - Usually, 4 weeks
 - Available funding will have a variety of guidelines that applicants should be aware of. Could include a specific funding source or multiple funding sources.
 - Geographic location limitations
-

Emerging and Diverse Developers (EDD) Program

One Program-Two Parts



Other Ramsey County Funding Opportunities

- Critical Corridors
- Site Assessment Grant
- Spring 2024 Housing Development Solicitation

Technical Assistance services are available to all eligible developers (while space exists) applying to all future Ramsey County Solicitations. The EDD Solicitation is exclusive to emerging developers.

EDD Program: Technical Assistance



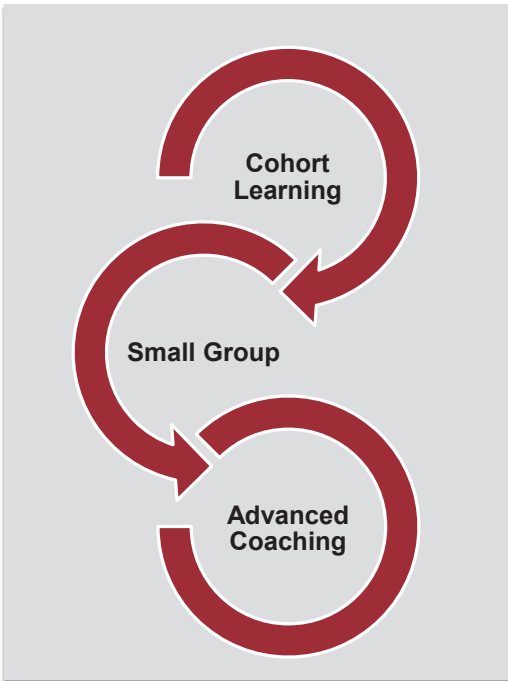
Emerging and Diverse Developers Program

MAKE AN IMPACT IN HOUSING DEVELOPMENT

Partners:

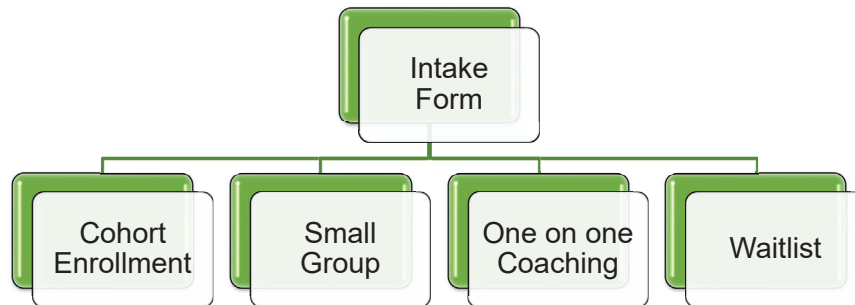
Building Capacity for Emerging Developers



Technical Assistance Services

- A. Cohort Learning (ULI-MN)
 - EDD Overview, Introductions, and Development 101
 - Understanding Site Potential
 - Sustainable and Affordable Development: Planning, Design and Approvals
 - Community-centered Development and Funding Sources
 - Financial Feasibility and Pro Forma Essentials
 - Pathways to Success
- B. Small Group (NEOO)
 - Focused group education
- C. Advanced Coaching (Baker-Tilly)
 - For developers who have been through other cohort learning and need additional support <10 hours

Technical Assistance Services



Program participants can expect:

- Mentorship from industry experts.
- Tailored educational training.
- Opportunities to network.
- Access to funding resources.

Participate in one of our EDD Pathways



Interested in participating on one of our three EDD Pathways?

Intake Forms accepted until 5:00 pm CT on Friday, August 25th. Late submissions will not be considered.

Technical assistance provided for free for eligible developers through contracted partners

- NEOO
- Urban Land Institute Minnesota
- Baker Tilly.



Solicitation Announcement

Opens: September 5-October 31, 2023

Results: December 2023

Eligible Uses

- New construction
- Rehab
- Acquisition
 - With some form of site control

Housing Development that serves low-to-moderate income residents

- Deferrable 0% interest loan
- 30-80% Area Median Income
- 20 years of affordability
- Eligible in both Saint Paul and suburban Ramsey County
 - Except for North Saint Paul



Fiscal Health



Inclusive Wealth Building

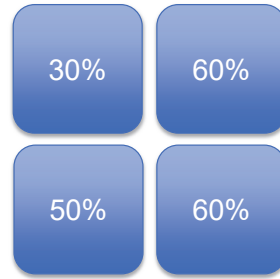


Economic Resilience

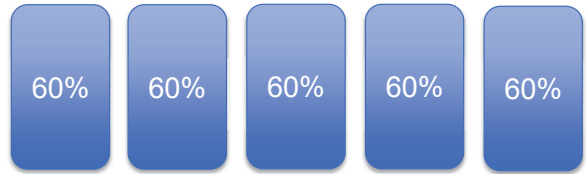
Zoom
Webinar 9/7
at Noon

Affordability

- All proposed housing developments must include units at/or below 80% Area Median Income (AMI) and the overall average of rental limits must be at or below 80% AMI
- Applications can only contain 30% AMI, 50% AMI, 60% AMI, 80% AMI and 100% AMI (market rate) units.
- Applications where rental limits average to 50% AMI will receive the most points.
- Points will also be awarded to applications where rental limits average to 60% AMI
- Income Averaging allows applicants/owners to elect to serve households with incomes of up to 100% AMI



Example: 4-unit building at 50% AMI average



Example 5-unit building at 60% AMI

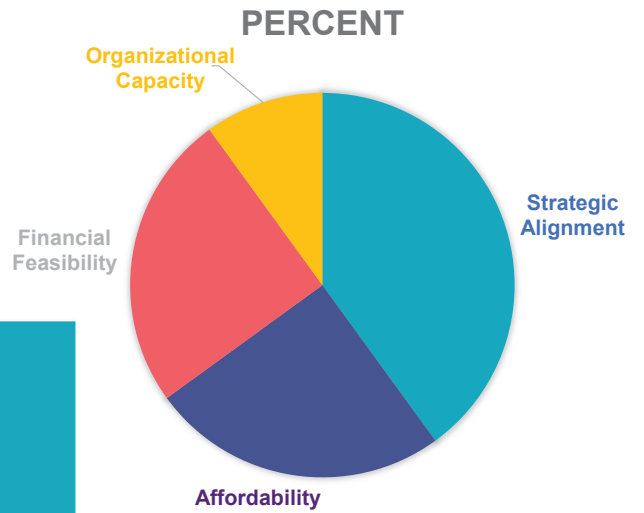


Task	Date Complete
Close Solicitation	10/31/2023
Application Review	11/8/2023
Staff Recommendations	11/13/2023
Underwriting Review	11/20/2023
Approved Actions go to Agenda Review	12/4/2023
Awardees Alerted	12/7/2023
HRA Board Approval	12/12/2023
Closing Conversations Begin	1/1/2024

Solicitation Scoring

Scoring Criteria

- Strategic Alignment (40 pts)
- Affordability (25pts)
- Financial Feasibility (25pts)
- Organizational Capacity (10 pts)



Goals



Ramsey County aims to address racial barriers in real estate, providing emerging and diverse developers with a fair and equal opportunity to thrive in the early stages of the development process.

Framework

- [Economic Competitiveness Inclusion Plan](#)
- [Equitable Development Framework](#)
- [Deeply Affordable Housing Initiative Engagement Summary](#)

What's Required for EDD Solicitation Responses?

Pass/ Fail

- Multifamily workbook (MFW)
 - Otherwise called Proforma
- Responses to the “Ramsey County Equitable Development and Livability” questions
- Acknowledgement letter
- Lobby Certification Form
- Attestation Form
 - 0-5 Housing Projects in the state of Minnesota in the last 10 years
 - No asset limit



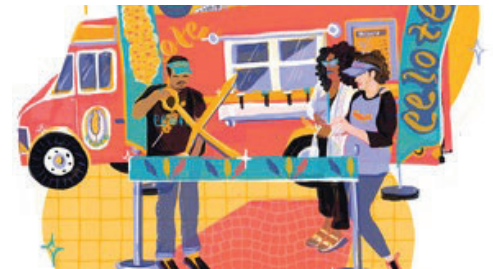
Additional Materials

- | | | |
|--|--|---|
| 1. Project description; | applicable; | workbook); |
| 2. Development and financing team; | 13. Scope of work; | 21. Occupancy/fill projections; (may be included in multifamily workbook); |
| 3. Project schedule; | 14. Photos of project site; | 22. Tenant data; if applicable; |
| 4. Financial analysis/Underwiring report; | 15. Evidence of site control, unless for acquisition under special circumstances; | 23. Zoning and land use documentation from local municipality, if applicable; |
| 5. Applicant's financial statements; | 16. The qualification forms and complete financial information. This includes the Qualifications of Service Provider, when applicable; | 24. Resolution or letter of support from local municipality; and |
| 6. Detailed project budget; (may be included in multifamily workbook); | 17. Operating expense projections; (may be included in multifamily workbook); | 25. Support services: Include a statement on whether support and human services are planned for or are provided to the residents of the project; indicate the services provided and the related service organizations. Indicate names, addresses and contact information of the service providers, if applicable. |
| 7. Sources and uses of funds statement; (may be included in multifamily workbook); | 18. 15-year proforma projections; (may be included in multifamily workbook); | |
| 8. Commitment letters from other lenders and funders; | 19. Market feasibility analysis/plan; if applicable; | |
| 9. Architectural drawings, if applicable; | 20. Detailed housing unit breakdown; (may be included in multifamily | |
| 10. Sworn construction cost statement, if applicable; | | |
| 11. Bids and specifications, if applicable; | | |
| 12. Site improvement plans, if | | |

Covered by Detailed MFW

1. Financial analysis/Underwriting report;
2. Detailed project budget
3. Sources and uses of funds statement;
4. Operating expense projections
5. 15-year proforma projections
6. Detailed housing unit breakdown
7. Occupancy/fill projection

ABOUT 30% OF ALL ADDITIONAL INFORMATION



Thank You

2023 Emerging and Diverse Developers Solicitation Notice

I. General considerations

The Ramsey County Housing and Redevelopment Authority (“County”) is accepting applications for the 2023 Ramsey County Emerging and Diverse Developers Solicitation (“Solicitation”) for eligible developments located within the boundaries of Ramsey County.

The program is available to an individual or entity that has owned and/or developed no more than five housing properties, including mixed-use (housing with commercial space), in the state of Minnesota in the last 10 years as a sole proprietor or under other business entities. An owner-occupied home that the applicant resided in does not count towards the five qualifying projects. An attestation form must be signed which should list any projects that an applicant of the program has owned or been affiliated with. Approved awards will use Housing and Redevelopment Authority (HRA) levy funding. Applicants request funding for a specific housing development at a specific address. Eligible projects can be located within the city of Saint Paul or in suburban Ramsey County, except the city of North Saint Paul.

Funding award will result in a recorded Affordability Declaration with a length of 20 years. Awards for housing developments will be between \$100,000 and \$500,000. At the sole discretion of the County, funds will be structured as a zero percent interest-deferred loan. Generally, funds must be used within 18 months of award. The Solicitation Notice, located in the digital library on ZoomGrants is intended to provide general instructions and information regarding the County’s application and selection process. Emerging developers ("Applicants") are encouraged to submit an intake form for technical assistance services at www.ramseycounty.us/EDD. Please note that space is limited for free technical assistance services.

This document outlines steps and considerations for applying to the Solicitation. The application will be available online and a link will be provided by county Community & Economic Development (CED) staff prior to the open application period. Applications that DO NOT include all the following specific materials by the applicable deadline will be considered ineligible for further processing.

II. Requirements

A. Eligible Housing Types and Projects (Pass/Fail)

1. Permanent general occupancy rental housing for low to moderate-income renters with a minimum of two units;

OR,

2. the new construction of owner-occupied housing for low-to-moderate income homeownership. (The acquisition and resale of an existing owner-occupied home is not an eligible use.);

AND/OR;

3. Pre-development activities for the development of permanent housing for low-to-moderate income residents that result in “soft costs” for professional services;

Eligible soft costs

- Architectural fees.
- Engineering fees.
- Consulting fees.
- Environmental assessments.
- Legal consulting.
- Market analysis.
- Administrative costs for loan commitments.
- Zoning approvals and land-use application fees.
- Permitting fees.

B. Required materials (Pass/Fail)

The application will not move onto scoring without the following required materials submitted in ZoomGrants:

1. Multifamily workbook including all required information (Excel format).
2. Responses to the “Ramsey County Equitable Development and Livability” questions (Attachment A).
3. Acknowledgement letter (Attachment B).
4. Lobby Certification Form (Attachment C).
5. If applying for pre-development funding, then demonstration of **site ownership** is required. Site ownership is defined by fee-simple deed or purchase agreement through legal control over the affected parcel and connecting properties.

C. Additional Materials (optional)

Although not required for submittal, the following additional materials can be submitted with the application and required materials. The County highly encourages submission of these items as they may affect final scoring and evaluation:

1. Project description.
2. Development and financing team.
3. Project schedule.
4. Financial analysis/underwriting report.
5. Applicant’s financial statements.
6. Detailed project budget; (may be included in multifamily workbook).
7. Sources and uses of funds statement; (may be included in multifamily workbook).
8. Commitment letters from other lenders and funders.
9. Architectural drawings, if applicable.

10. Contracted construction cost statement, if applicable.
11. Bids and specifications, if applicable.
12. Pre-development soft cost estimates, if applicable.
13. Site improvement plans, if applicable.
14. Scope of work.
15. Photos of project site.
16. Evidence of site control.
 - Letter of Intent (to purchase) from the existing owner.
 - Purchase Agreement (can be pending/tentative).
 - Deed or proof of ownership for pre-development soft cost requests.
 - Tentative Developer Status awarded by a municipality within the County.
17. The qualification forms and complete financial information.
18. Operating expense projections; (may be included in multifamily workbook).
19. 15-year proforma projections; (may be included in multifamily workbook).
20. Market feasibility analysis/plan; if applicable.
21. Detailed housing unit breakdown; (may be included in multifamily workbook).
22. Occupancy/fill projections; (may be included in multifamily workbook).
23. Tenant data (of existing tenants); if applicable.
24. Zoning and land use documentation from local municipality, if applicable.
25. Resolution or letter of support from local municipality.
26. Support services: Include a statement on whether support and human services are planned for or are provided to the residents of the housing development project; indicate the services provided and the related service organizations. Indicate names, addresses and contact information of the service providers, if applicable.
27. Environmental assessment documentation, if applicable.

Note:

1. Some of these documents may be consolidated in the required multifamily workbook for applicable housing development projects.
2. Additional documentation may be required by county CED staff in the application and review process.
3. **Resulting Documents to be Executed:** Any resulting contracts, grants or closing documents necessary for funding the proposed project must adhere to all applicable local, state and federal laws and regulations.

III. Available Resources

HRA Levy

Funds are available to be used countywide, including within the city of Saint Paul, but excluding the city of North Saint Paul. Eligible uses include the construction, acquisition, development, conversion and/or rehabilitation of permanent rental housing units, permanent supportive housing, and the new construction of owner-occupied units for low-to-moderate income homeownership.

Pre-development funding

Applicants may also apply for up to \$20,000.00 of pre-development soft costs as listed in eligible “Housing Types and Projects.” Generally, funds must be used within 18 months of award.

If an applicant is only awarded for pre-development activities, then the award will be structured as a forgivable loan with forgiveness occurring at closing for the proposed affordable housing development with evidence of site plan development. If the affordable housing development project does not move forward as proposed, but the pre-development funds were spent, then the loan will be attached to property’s deed as a lien and is due upon sale of the property. To receive pre-development funding an Applicant must demonstrate ownership of the site so that the loan and note can be connected to the property’s deed.

Funded projects must remain at affordability limits stated in the proposal for at least 20 years. A declaration will be attached to the property to ensure affordability. The Ramsey County Prevailing Wage Ordinance may apply to awards over \$25,000 with construction labor hours. Post-award, Ramsey County will monitor construction, design and the affordability of the units.

E. Scoring and evaluation

Applications will be reviewed by a review panel. Projects will be reviewed with the following criteria and scoring:

1. Project feasibility and financial capacity.
2. Organizational capacity.
3. Strategic and selection priorities.
4. Affordability.

Project feasibility and financial capacity (scored as set forth below)

Projects should demonstrate and satisfy the following feasibility requirements in their application:

1. Whether the proposed housing is needed in the intended market based upon population, job growth and very low housing vacancy rates. This includes the need for supportive housing units.
2. Whether the costs of developing the housing, including the total development cost, cost per unit and subsidy per unit, are reasonable and/or justifiable.
3. Whether the applicant has demonstrated cost effectiveness for all stages and aspects of the development without compromising overall development quality.
 - o The County is committed to constructing or rehabilitating multifamily housing to a standard that when properly maintained, remains decent, safe and affordable for a long-

term duration. All projects must conform with state and local zoning and building safety standards and ordinances.

4. Economic viability. Positive net contribution after all costs and benefits have been accounted for.
5. For permanent supportive housing, whether the service model, staffing and secured funding are adequate to address the needs of the population to be served.
6. For projects that are to be developed in tandem with another project (e.g., with shared underground parking), the application must demonstrate that each individual project can be financed and built independently. The multi-family workbook must reflect all costs associated with each project.
7. Other factors that will be considered:
 - Demonstrated site control:
 - Applicants should demonstrate acceptable evidence of title/site control, which could include:
 - A pending or complete purchase agreement.
 - Purchase option or letter of intent from a governmental body for a sole developer.
 - If there is no transfer of ownership, then the warranty deed or contract for deed is acceptable.
 - If an Applicant is applying solely for pre-development activities, then the applicant must demonstrate **site ownership**.
 - Eligibility, including project feasibility and other requirements.
 - Financial capacity.
 - Letter of Support from the local municipality.
 - Letter signed by appropriate and authorized staff with authority (not elected official) expressing support for the project; **OR**
 - Letter demonstrating recent zoning/conditional use permit approval.

Organizational capacity (scored as set forth below)

In addition to demonstrating financial readiness, projects should demonstrate and satisfy the following capacity criteria in their application:

1. Complete Team.

- Application should demonstrate the ability to complete proposed scope of work which could include general contractor, architect, legal team, property manager, structural engineer, etc. The completeness of a team may look different among projects.
2. Whether the Applicant has strong current and expected ongoing capacity to complete the proposed housing, as well as other proposals being developed by the Applicant's organization.
 3. Whether the Applicant's team has the capacity or a plan to maintain the rental housing long-term.

Strategic and selection priorities (scored as set forth below)

The County seeks to address racial equity and ethnic-based disparities where all residents can experience fair outcomes including the highest level of health, wellbeing, and opportunities for advancement and growth. Please review the [Ramsey County Economic Competitiveness and Inclusion Plan](#), [the Equitable Development Framework](#), and the [Deeply Affordable Housing Initiative's Engagement Report](#).

When determining funding awards, the County prioritizes proposals that best meet the County's planning goals and priorities, in addition to financial capacity and readiness. This could include geographic distribution of projects and the coordination of multiple funding sources as described in the Economic Competitiveness and Inclusion Plan.

Affordability (scored as set forth below)

The County requires rent and income limits consistent with applicable program requirements and to be those specified in the Applicant's proposal that is underwritten by County CED staff for the project. Projects must create income-restricted units, which could include units at or below 30%, 50%, 60%, and 80% Area Median Income (AMI). Market rate units can be included in the project's unit mix as long as the affordability of the project's units does not exceed an average of 80% AMI. Projects will receive points if the rental limits of their unit mixes meet the following criteria:

- Projects that have an average AMI across their unit mix at or below 50% AMI with or without further subsidy (such as Housing Choice Vouchers) will receive the highest number of points possible in this section of the scoring and evaluation.
- Projects that have an average AMI across their unit mix at or below 60% AMI with income averaging will also receive points in this section of the scoring and evaluation.
- Projects that have at least one unit with a rental limit at or below 30% AMI will also receive points in this section of the scoring and evaluation.

For example, if an Applicant proposes a four-unit rental housing project and the Applicant sets rental limits for the four units at 30% AMI, 50% AMI, 50% AMI, and 80% AMI that would result in an average AMI of 52.5%. The Applicant would score points for having an average AMI at or below 60% and points for including a unit at 30% AMI.

F. Application Review

Applications will be reviewed by a review panel consisting of county staff from various departments. Projects will be reviewed with the following criteria and scoring:

1. Minimum selection criteria: Pass/fail criteria met (as described above). Projects that do not meet the pass/fail requirements will not be scored.
2. Applications will be reviewed for the minimum selection criteria before moving on to final scoring. Selected projects will be scored based on the following criteria:
 - a. Alignment with the County’s Strategic and Selection Priorities (up to 40 points).
 - b. Project Feasibility and Financial Capacity (up to 25 points).
 - c. Affordability (up to 25 points).
 - d. Organizational Capacity (up to 10 points).

County reserved rights and data practices reminders

1. The County expressly reserves the right to amend or withdraw this solicitation at any time and to reject any or all responses, and to waive any informalities or irregularities in the responses as may be deemed in the best interest of the County.
2. The County reserves the right to request any additional information at any stage of the solicitation process. Compliance shall be at the contractor's expense.
3. Upon submission, a solicitation response becomes the property of the County and will not be returned. The County retains the right to use any concept or idea presented in any solicitation response, whether or not that solicitation response is accepted. All information included in the submitted solicitation response will be classified in accordance with Minnesota State law governing data practices.
4. Solicitation responses or additional solicitation materials received after the deadline will not be accepted by the County and will not be evaluated.

Gather Your Materials and Apply by the Deadline in ZoomGrants

The solicitation will be hosted on ZoomGrants from September 5 through October 31, 2023. The solicitation will close at 4 p.m. on October 31, 2023. Applicants are responsible to know all requirements that are needed to submit a complete application based on the specific housing development proposal and application type. CED staff reserve the right to seek follow-up information if needed after an application is received.

Signatures

All application materials must be signed wherever required and applicable.

EDD Solicitation FAQ

1. Can EDD Funds be used to fill an affordability gap?

Answer:

- Yes, funds awarded through EDD can be used to fill an affordability gap for rehabilitation as well as acquisition. Ex: A four-unit apartment building that does not have affordability right now. Applicants can apply to this funding source to purchase the building (acquisition) and then rehabilitate (rehab) the building as needed to create units with affordability at or below an 80% AMI income-limit for the tenants.
- For proposed owner-occupied units for affordable homeownership EDD funds can be used to fill an affordability gap (the difference between the construction price and the reduced sale price). However, all construction costs including invoices and reimbursements will need to be provided to staff and reviewed prior to award disbursement.

2. Multifamily Workbook – The RFP states to include all required information. Does that mean there are some parts of the workbook that aren't required, or is the County expecting the entire workbook to be completed?

Answer:

- The multifamily workbook (MFW) is a required document for application submittal and 40% of available points in scoring will be a result from the review of the MFW. The more information an applicant can provide the better.
- A completed workbook will make applicants more competitive in the review process.

3. Would you please clarify what you're looking for with the following optional additional materials?

Answer:

- Financial Analysis/Underwriting Report
- Applicants can provide additional information on their financial assumptions based off the Minnesota Housing's 2023 Multifamily Underwriting Standards. Applicants can create their own form to explain any assumptions or projections that they are using in their MFW. More information on Minnesota Housing's underwriting standards can be found online.

4. Do you need site ownership or site control for rehab or new construction?

Answer:

- For new construction or rehab, some form of site control will suffice for the application. An applicant must demonstrate site control this could include a pending or completed purchase agreement, a letter of intent, tentative developer status assigned by a local government body, or a deed.

5. Is affordable housing preservation an eligible project for the Emerging and Diverse Developers Solicitation?

Answer:

- Yes, affordable housing preservation is an eligible activity. Affordable housing preservation is identified as a goal of this Solicitation.

6. For the EDD solicitation, is it a requirement that we have site control to apply or do we need to simply identify a parcel of land that we would like to develop?

Answer:

- There are four approved activities for the EDD Solicitation.
 1. Housing rehabilitation
 2. New construction
 3. Acquisition
 4. Pre-development

If an Applicant is applying for pre-development activities, then the applicant must demonstrate **site ownership**. The only activity of the four listed that requires full **site ownership** is pre-development. The other eligible activities only require the applicant to demonstrate site control.

7. How will applications for affordable owner occupant proposals be handled?

Answer:

- As a reviewing team, under the quantitative analysis for affordability, we will be rating projects by the incomes of the tenants and expecting an 80% AMI cap for single and multi-family acquisition.
- For single-family acquisition, we will not support a proposal for selling a home over \$372,600.00. This aligns with our FirstHome downpayment assistance program.
- Funding would not be available for the developer to occupy one of the housing units and rent a portion of the building. All units of the housing project will be evaluated for affordability.
- Proposals that include new construction units for affordable housing must list the available units on the open market or work directly with a nonprofit housing provider to select eligible buyers through existing programs.

8. For Financial Feasibility criteria, do the sources of other funding need to be committed sources? Or can they be sources that have been requested (pending)?

Answer:

- Sources of funding do not have to be fully committed to use them in the income and expense tab on the MFW. Ramsey County CED understands that you may be using our source as “first-in” funding to get other sources of funding committed to your project. In the notes section of the income and expense tab notate that the affected source is pending, not committed.

9. Maximum points will be given for projects at \$200,000 per unit or below. Even if it is a studio or one bedroom unit for \$200,000 or less?

Answer:

- Ramsey County seeks to expand the total number of affordable units. The affordability scoring measure is calculated by number of units rather than unit size.
- A high score in the affordability category, does not mean then your project will score higher in other categories, such as, Strategic Alignment (40 points), where larger units could be a part of the narrative.

10. Does the proposal have to include 30% Area Median Income (AMI) units?

Answer:

- No. In order to qualify for funding through the EDD Solicitation, applicants must use income averaging that amounts to no more than 80% AMI for the full project of housing units. Having 30% AMI income-averaging in the mix, will result in a higher score on affordability.
- Units can be market rate, 30%, 50%, 60%, and 80% AMI. Market rate units can be included in the project's unit mix if the affordability of the project's units does not exceed an average of 80% AMI.

11. Would EDD funds work for a single-family home? Or does it have to be at least a duplex?

Answer:

- Single family new construction is an eligible activity under the EDD Solicitation. However, single family acquisition is not covered. Applications that include pre-development, acquisition, and rehab activities must be for a housing project with more than one unit of housing attached. Please describe the specific unit mix and proposed use in your MFW, project description and narrative when responding to this solicitation.

12. Is the multifamily workbook a Ramsey County document?

Answer:

- No, the MFW is a Minnesota Housing Finance Authority (MHFA) document and can be used and repurposed as a financial proforma.

13. If we hire a more experienced development company as consultation to our team, will we still qualify under emergent (sic) developer?

Answer:

- Yes, if you have developed no more than five (5) housing projects in the state of Minnesota in the last 10 years, you would qualify as an emerging developer. This will be attested to prior to any funding awards.
- Hiring an experienced consulting team would not change your emerging developer status. It could be a benefit and add to your organizational capacity scoring criteria.

14. Is this funding opportunity a grant or loan opportunity?

Answer:

- Awards will be structured as a 20-year, 0% interest deferred loan. At the end of the loan term, the loan would need to be repaid or extended.
- Awards for housing developments will be between \$100,000 and \$500,000. Pre-development funding (up to \$20,000) will be structured as a forgivable loan that is forgiven once the construction of the proposed project begins.

15. Will there be gap financing to cover development cost versus maximum sell price set by the county for a house to be considered affordable? It will be hard to develop anything at around \$372K these days.

Answer:

- New construction of units for affordable homeownership are a covered activity in the solicitation. Please review the FAQ for questions regarding affordability gap.

16. How is Ramsey County calculating AMI?

Answer:

- We are using the Area Median Income limits from the Metropolitan [Council’s 2023 Ownership and Rent Affordability Limits](#).

2023 Area Median Income Guidelines - Minneapolis - St. Paul - Bloomington, MN								
Effective June 1, 2023								
Household Size								
AMI%	1	2	3	4	5	6	7	8
30%	26,100	29,800	33,550	37,250	40,250	43,250	46,200	50,600
50%	43,500	49,700	55,900	62,100	67,100	72,050	77,050	82,000
60%	52,500	60,000	67,450	74,950	80,950	86,950	92,950	98,950
80%	66,300	75,750	85,200	94,650	102,250	109,800	117,400	124,950
100%	87,450	99,950	112,450	124,900	134,900	144,900	154,900	164,900
115%	100,550	114,950	129,300	143,650	155,150	166,650	178,150	189,600
120%	104,950	119,950	134,900	149,900	161,900	173,900	185,900	197,850

17. How is profitability handled? Example: Single family new construction. Request 270k, sell for 370k. Are there restrictions on the 100k profit?

Answer:

- A developer may choose to sell a property and pay off the attached loan. Please note: the affordability declaration will remain with the property for the remainder of the twenty-year period.
- The County will review the attached MFW in our underwriting standards and a higher debt service coverage ratio (DCR) may result in a partial award depending on the landscape of proposed applications.

18. Can the County provide an example of a sufficient response to Attachment A- Equitable Development and Livability Questions?

To better help applicants align their answers to Attachment A, Ramsey County has provided the scoring criteria for the Strategic Alignment section, see below.

Strategic Analysis Scoring Criteria:

Applicant fully responds to all Attachment A questions AND demonstrates a clear link between project proposal and the Economic Competitiveness Inclusion Plan and/or Equitable Development Framework, and/or the Deeply Affordable Housing Initiative Report AND incorporates many strategies/actions/recommendations into the development of the project, which could include diverse subcontracting or project team, larger units, on-site supports. (30-40 Points)

Examples of what the County is looking for:

1. Applicant connects the proposed development in the policy verbiage in the ECI Plan strategies, Equitable Development Framework and the Deeply Affordable Housing Initiative by name strategy, number, etc.
2. Applicant proposes the unit mix that will be used in the attached MFW, narrative/project description, and scope of work.
3. Applicant displays a clear connection to the affected community and work that has happened with all community partners. If a market evaluation was completed, Applicant explains what things were changed to better serve the community through this housing development project.
4. Applicant explains a personal or direct connection to the community work and the project description in the response.
5. Applicant describes any layout-specific interventions that support tenant use in regard to American Disability Act and other interventions.
6. Applicant indicates local history and environmental assets of the project area to honor and integrate that legacy into project planning.
7. Applicant explains their understanding of the housing trends as indicated in the ECI Plan strategies, Equitable Development Framework and the Deeply Affordable Housing Initiative by name strategy, number, etc.
8. Applicant describes any characteristics of self that could indicate minority status or greater connection to community. Ex: if applicant is Black, American Indian (or racially and ethnically diverse), immigrant, low-income residents, has disabilities, is a member of multilingual communities, etc.
9. Applicant describes any minority characteristics of development team. Ex: if development team is Black, a woman, Indigenous, immigrant, etc. This could include MBE, MWBE, etc.
10. Applicant explains how new units will avoid further displacement from affected area of development.
11. Applicant lists any natural gathering spaces around the proposed development where future tenants will have access.
12. Applicant describes any local amenities that tenants will be close to including transit lines, libraries, school districts, etc.
13. Applicant explains any energy efficient/ sustainable development interventions implemented in the proposed housing development.



Housing and Redevelopment Authority Resolution

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

H2023-015

Sponsor: Community & Economic Development

Meeting Date: 12/12/2023

Title: Allocate Housing and Redevelopment Authority Levy Towards Housing Development Projects by Emerging and Diverse Developers

File Number: 2023-559

Background and Rationale:

Ramsey County has an urgent and evident need for affordable housing, especially for individuals and families with household incomes less than 30% of the area median income (AMI). According to Ramsey County’s Economic Competitiveness and Inclusion (ECI) Plan, the county has a deficit of 15,000 units affordable to those at 30% AMI or below. The lack of affordable housing supply leads to greater housing instability for residents and exacerbates the county’s ongoing homelessness crisis. To help build and preserve needed housing supply, Ramsey County seeks to expand the pool of affordable housing developers to reflect the racial and ethnic diversity of Ramsey County. To accomplish this Community & Economic Development created the Emerging and Diverse Developers (EDD) Program. Ramsey County defines emerging developers as those who have completed or owned 5 or less housing development projects in the last ten years.

The EDD Program is one program with two parts. In 2023, NEOO Partners, the Urban Land Institute of Minnesota and Baker Tilly were contracted to provide technical assistance through a classroom cohort model, one-on-one coaching and small-group sessions. Forty-five participants graduated from the program and their journey was celebrated at the board meeting on October 17, 2023.

The second component of the program was a competitive solicitation specifically for emerging and diverse developers. The solicitation opened on September 5, 2023, and closed on October 31, 2023. Eligible applicants could apply for development funds for the acquisition, rehabilitation, and construction of affordable housing throughout the county with requested amounts not to exceed \$500,000. Developers who already owned the property that they were applying for could also qualify for up to \$20,000 of funding for eligible pre-development costs.

Twenty-four eligible applications were received with a total requested amount of \$10,334,083. An internal scoring team reviewed and scored each application in a manner consistent with the annual housing development solicitation process. Ramsey County marketed the solicitation through its contracted technical assistance partners, two in-person community meetings, on the Ramsey County website, through the Community & Economic Development (CED) newsletter and direct outreach to partner organizations and municipalities.

Nine projects totaling \$2,250,000 of HRA levy funds are recommended for HRA levy awards and will be funded with \$1,750,000 of 2023 unallocated HRA funds and \$500,000 of reallocated 2022 HRA funds. Three additional awards with State Affordable Housing Aid will be recommended to the Ramsey County Board on December 19, 2023.

In 2023, Ramsey County will obligate \$8,050,000 of the 2023 HRA levy to further strategies in the ECI Plan related to affordable rental housing and owner-occupied housing. In addition to the \$1,750,000 recommended for emerging developer awards, \$2,600,000 of the \$8,050,000 was allocated for wealth creation initiatives, including the First Home down payment assistance program

and \$3,700,000 was obligated to housing development projects from the Spring Housing Development Solicitation. The remaining amount of the 2023 HRA levy was allocated to the Critical Corridors program and other administrative costs including staffing.

In addition, \$500,000 of 2022 HRA levy dollars that were awarded to the Lochner Apartments by Schafer Richardson will be reallocated to the Amber Flats project by Buhl Investors. Lochner Apartments decided not to accept Ramsey County’s award.

All projects will be funded in a manner consistent with federal and local regulations and requirements in a form approved by Finance and the County Attorney’s Office. A declaration will be recorded against each property’s title that requires rental affordability for 20 years. Affordability will be monitored through an annual compliance review to ensure that property owners are maintaining income-restricted rental limits.

The following projects are recommended for HRA levy funding:

2023 Obligations from the 2023 Emerging and Diverse Developers Solicitation:

Hazelwood Acquisition, Reign Development	\$500,000
F2F @ 1170 Arcade, Face to Face Health and Counseling	\$432,152
Gloryville, Gloryville LLC	\$432,152
796 Coliving Little Mod, GRO LLC	\$305,696
Woodbridge Street Duplex, Thoj Group	\$20,000
Youngman Flats, Hourglass Homes LLC	\$20,000
1698 Lafond Duplex, Outlaw Development LLC	\$20,000
750 Chatsworth Lofts, Outlaw Development LLC	\$20,000
Total 2023 HRA Levy:	\$1,750,000

Reallocation from 2022 HRA Levy

Amber Flats, Buhl Investors	\$500,000
Total 2022 HRA Levy Reallocation:	\$500,000

Additional information on each project can be found in the attachment titled “Narrative Project Descriptions.”

Recommendation:

The Ramsey County Housing and Redevelopment Authority resolved to:

1. Approve recommended projects and funding amounts for the preservation and construction of affordable housing by emerging and diverse developers.
2. Authorize the County Manager to enter into the necessary loan or other agreements and execute amendments to loan or other agreements, in a form approved by the County Attorney’s Office.

A motion to approve was made by Commissioner Reinhardt, seconded by Commissioner Frethem. Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 
Mee Cheng, Chief Clerk - County Board

Sponsor: Community & Economic Development

Meeting Date: 12/19/2023

Title: Acceptance of 2023 Statewide Affordable Housing Aid for Housing Development Projects

File Number: 2023-561

Background and Rationale:

Ramsey County has an urgent and evident need for affordable housing, especially for individuals and families with household incomes less than 30% of the area median income (AMI). According to Ramsey County's Economic Competitiveness and Inclusion (ECI) Plan, the county has a deficit of 15,000 units affordable to those at 30% AMI or below. The lack of affordable housing supply leads to greater housing instability for residents and exacerbates the county's ongoing homelessness crisis. To help build and preserve needed housing supply, Ramsey County seeks to expand the pool of affordable housing developers to reflect the racial and ethnic diversity of Ramsey County. To accomplish this Community & Economic Development (CED) created the Emerging and Diverse Developers (EDD) Program. Ramsey County defines emerging developers as those who have completed or owned 5 or less housing development projects in the last ten years.

The EDD Program is one program with two parts. In 2023, NEOO Partners, the Urban Land Institute of Minnesota and Baker Tilly were contracted to provide technical assistance through a classroom cohort model, one-on-one coaching, and small-group sessions. 45 participants graduated from the program and their journey was celebrated at the board meeting on October 17, 2023.

The second component of the program was a competitive solicitation specifically for emerging and diverse developers. The solicitation opened on September 5, 2023, and closed on October 31, 2023. Eligible applicants could apply for development funds for the acquisition, rehabilitation, and construction of affordable housing throughout the county with requested amounts not to exceed \$500,000. Developers who already owned the property that they were applying for could also qualify for up to \$20,000 of funding for eligible pre-development costs.

Twenty-four eligible applications were received with a total requested amount of \$10,334,083. An internal scoring team reviewed and scored each application in a manner consistent with the annual housing development solicitation process. Ramsey County marketed the solicitation through its contracted technical assistance partners, two in-person community meetings, on the Ramsey County website, through the CED newsletter and direct outreach to partner organizations and municipalities.

Three projects from the EDD Solicitation are recommended for awards funded with Statewide Affordable Housing Aid (SAHA). SAHA is a new funding source made available through the state of Minnesota to all counties, as well as cities in Greater Minnesota. Ramsey County will receive \$802,161 in SAHA funds on December 26, 2023.- All of the 2023 SAHA aid amount, less 10% for program administration, is recommended to be obligated to the three EDD projects.

The following projects are recommended for SAHA funding:

2023 Obligations from the 2023 Emerging and Diverse Developers Solicitation:

Grotto Street Acquisition, New Verticals Development	\$320,000
992 Iglehart Acquisition, Midway Property Development	\$274,054
796 Coliving Little Mod, GRO LLC	\$127,891
Program Administration and Planning	\$80,216

Total 2023 SAHA Funding: \$802,161

Additional information on each project can be found in the attachment titled "Narrative Project Descriptions." All projects will be funded in a manner consistent with federal and local regulations and requirements in a form approved by Finance and the County Attorney's Office. A declaration will be recorded against each property's title that requires rental affordability for 20 years. Affordability will be monitored through an annual compliance review to ensure that property owners are maintaining income-restricted rental limits.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Accept the 2023 Statewide Affordable Housing Aid from the state of Minnesota for housing development projects in the amount of \$802,161.
2. Authorize the County Manager to accept future Statewide Affordable Housing Aid amounts from the state of Minnesota.
3. Authorize the County Manager to establish a project for Statewide Affordable Housing Aid funded projects in Community & Economic Development.
4. Approve recommended projects and funding amounts for housing development projects selected in the Emerging and Diverse Developers Solicitation.
5. Authorize the County Manager to enter into the necessary loan or other agreements and execute amendments to loan or other agreements in a manner consistent with local regulations and requirements, in a form approved by the County Attorney's Office.

A motion to approve was made by Commissioner Moran, seconded by Commissioner Xiong. Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 

 Mee Cheng, Chief Clerk - County Board

Description of Recommended Projects and Awards from the 2023 Emerging and Diverse Developers Solicitation

This document provides a narrative description of each project that is recommended for funding through the Ramsey County Housing and Redevelopment Authority (HRA) and the Ramsey County Board of Commissioners. Projects listed below are recommended for HRA Levy funding and State Affordable Housing Aid (SAHA). All projects applied through the 2023 Emerging and Diverse Developers Program.

Hazelwood Acquisition

Applicant: Reign Development

Location: 1252 Hazelwood Street, Saint Paul

Recommended Award: \$500,000 (2023 HRA Levy)

Reign Development will acquire the 48-unit building on Saint Paul's Eastside, preserve its affordability and complete minor rehabilitation of the building. The building has 26- one bedrooms and 22- two bedrooms. 1 unit will become affordable at 30% of the area median income (AMI), 35 will become affordable at 50% AMI and 12 will be affordable at 60% AMI. The acquisition is scheduled to occur in January 2024.

Amber Flats

Applicant: Buhl Investors

Location: 1644 Larpenteur Avenue W, Falcon Heights

Recommended Award: \$500,000 (*reallocated from 2022 HRA Levy funds*)

Amber Flats is a proposed 100-unit new construction building by Buhl Investors in Falcon Heights. This proposed building will be adjacent to the existing Amber Union. Three units will be affordable for those making 30% AMI and the remaining units will be affordable to those at 60% AMI. There will be 60 one-bedroom units and 40 two-bedroom units. Construction is proposed to begin in 2024. The 2022 HRA levy funding from this project was reallocated from the Lochner Apartments building by Schafer-Richardson. Schafer-Richardson decided to not accept the Ramsey County award.

F2F @ 1170 Arcade

Applicant: Face to Face Health and Counseling

Location: 1170 Arcade Street, Saint Paul

Recommended Award: \$432,152 (2023 HRA Levy)

Face2Face @ 1170 Arcade is a proposed 20-unit new construction building by Face to Face Health and Counseling on Saint Paul's Eastside. All 20 units in this development will be affordable at 30% AMI. The units will be permanent supportive units for youth between the ages of 16-24. The first floor of the building will provide space for Face to Face's health and counseling services. The site is currently owned by the City of Saint Paul and Face to Face received tentative developer status for the site in Summer 2023. Construction is proposed to begin in 2025.

GloryVille

Applicant: GloryVille LLC

Location: 1570 White Bear Avenue, Saint Paul

Recommend Award: \$432,152 (2023 HRA Levy)

Gloryville is a proposed 87-unit new construction on Saint Paul's Eastside by developer Gloria Wong. 67 units would be affordable for those making 50% AMI. 20 units would be affordable for those making 60% AMI. The first floor of the building will be home to a new grocery store and serve the surrounding community. The site is currently owned by the City of Saint Paul and Gloryville received tentative developer status. Construction is proposed to begin in 2025.

796 Coliving Little Mod

Applicant: GRO LLC

Location: 796 Stewart Avenue, Saint Paul

Recommended Award: \$433,587 (\$305,696 of 2023 HRA Levy and \$127,891 of 2023 SAHA)

796 Coliving Little Mod is a proposed new construction duplex in Saint Paul's West Seventh neighborhood by GRO Development. Each unit will contain six single room occupancies (SROs) and each SRO will be rented separately. Each unit will be affordable to those making 50% AMI. The units will be targeted towards specific employers to provide workforce housing. Construction would begin in 2024.

Grotto Street Acquisition

Applicant: New Verticals Development

Location: 537 Grotto Street, Saint Paul

Recommended Award: \$320,000 (2023 SAHA)

New Verticals will acquire a 3-unit existing building in Saint Paul's Frogtown neighborhood, preserve its affordability and complete minor rehabilitation. The building has one, one-bedroom unit and two, two-bedroom units. All units will be income restricted to residents making 50% AMI. The acquisition is scheduled to occur in early 2024.

992 Iglehart Acquisition

Applicant: Midway Property Development LLC

Location: 992 Iglehart Avenue

Recommended Award: \$274,054 (2023 SAHA)

Midway Property Development has acquired the duplex located at 992 Iglehart Avenue in Saint Paul's Summit-University neighborhood. The recommended award will be used for the rehabilitation of the two-unit building. The duplex has one, two-bedroom unit and one, five-bedroom unit. Units will be restricted to residents making 60% AMI. Rehabilitation will occur in 2024.

Woodbridge Street Duplex

Applicant: Thoj Group

Location: 933 Woodbridge Street, Saint Paul

Recommendation: \$20,000 (2023 HRA Levy)

The Thoj Group seeks \$20,000 in pre-development funds to help design and engineer a two-unit accessory dwelling unit in the side yard of the existing home at 933 Woodbridge Street in Saint Paul's North End neighborhood. Each unit would include two units and be affordable to households making less than 50% AMI. Pre-development would occur in 2024.

Youngman Flats

Applicant: Hourglass Homes LLC

Location: 2393 Youngman Avenue, Saint Paul

Recommendation: \$20,000 (2023 HRA Levy)

Youngman Flats is a proposed a 3-unit new construction building in Saint Paul's Highland Park neighborhood. One unit is proposed to be affordable at 30% AMI, one at 80% AMI and one market-rate unit. Youngman Flats is recommended for a \$20,000 pre-development award. Pre-development would occur in 2024.

1698 Lafond Duplex

Applicant: Outlaw Development LLC

Location: 1698 Lafond Avenue, Saint Paul

Recommendation: \$20,000 (2023 HRA Levy)

Outlaw Development is recommended for a \$20,000 pre-development award for the new construction of an owner-occupied duplex in Saint Paul's Hamline-Midway neighborhood. The duplex will have two, 3-bedroom units. The units will be affordable to households making less than 80% AMI. Pre-development will occur in 2024.

750 Chatsworth Lofts

Applicant: Outlaw Development LLC

Location: 750 Chatsworth Street, Saint Paul

Recommendation: \$20,000 (2023 HRA Levy)

Outlaw Development is recommended for a \$20,000 pre-development award for the new construction of a triplex in Saint Paul's West Seventh neighborhood. The duplex will have three, 4-bedroom units. The units will be affordable to households making less than 60% AMI. Pre-development will occur in 2024.