



## **REQUEST FOR PROPOSALS FOR:**

### **Shiloh Church of Christ, Disciples of Christ, Inc.**

9 West 128<sup>th</sup> Street (Manhattan Block 1726; Lot 31)  
4-8 West 129<sup>th</sup> Street (Manhattan Block 1726; Lot 41)

## **DEVELOPMENT OPPORTUNITY**

*Date of Issuance: March 2, 2018*

*~~Response Due Date: April 13, 2018~~*

**Deadline has been extended to April 27, 2018**

## I. REQUEST FOR PROPOSALS SCHEDULE

Proposals responding to this request for proposals (“RFP”) shall be received by Shiloh Church of Christ, Disciples of Christ, Inc. (“the Church”) on or before April 13, 2018 provided, however, that the Church reserves the right, at its sole and absolute discretion, to modify this RFP in writing by addendum and/or a replacement RFP at any time without prior notice. The Church reserves the right to reject any proposal as non-responsive if compliance with any portion of the specifications provided and/or referenced herein is not clearly evident on the face of any such proposal. In addition, the Church reserves the right to waive any informality or noncompliance with the specifications provided and/or referenced herein, reject any and all proposals, or accept any proposal in whole or in part, if, at the Church’s discretion, deemed to be in the best interest of the Church.

For consideration, proposals must be received from respondents (“Respondents”) by the Church and LISC NYC in the following manner:

- a. Please submit one (1) hard copy of the proposal at the address below:

**ATTN: Pastor Sheila H. Gillams,**  
**Shiloh Church of Christ, Disciples of Christ**

**\*RFP Response \***

**\* PRIVILEGED AND CONFIDENTIAL \***

**P.O. Box 170419, Brooklyn, NY 11217**

- b. Please submit a PDF of the response to *Pastor S.H. Gillams* at shilohbuilds@gmail.com.
- c. Please submit a PDF of the response to LISC NYC at NYLOP2@LISC.ORG

### **RFP Timeline:**

- March 2, 2018 – Release of the RFP
- **April 27, 2018** - All responses must be received by the Church and LISC NYC as instructed above by 4 pm EST.
- April - May 2018 - The Church will schedule interviews as needed with “short-listed” Respondents. The date and time of interviews will be determined by the Church and Respondents will be advised via email about interviews
- May 31, 2018 - Church will inform all Respondents of their status.

Questions should be sent via email to [shilohbuilds@gmail.com](mailto:shilohbuilds@gmail.com) with a cc to [NYLOP2@lisc.org](mailto:NYLOP2@lisc.org).

## II. STATEMENT OF PURPOSE

The Church is issuing this RFP to select a development partner (“Partner”) to perform services related to the development of affordable housing, with a minimum of 20% of the units reserved for low-income seniors. The development will include the following spaces

to be delivered to the Church (“Church Spaces”): a multi-purpose community space, and a two-story building for use by the Church, office space and for use as a day care or pre-K facility. The Church Spaces will be owned by the Church as further described in Section IV (the “Project”).

Generally, the purpose for the development of the Project is to:

- Make the Project fiscally sound and operationally viable for long-term;
- Maximize financing to develop affordable housing; and
- Create space for the Church to maintain/grow the church’s worship services and community programs on the land.

The Church seeks a Partner with successful experience in developing multifamily affordable housing in New York City. See further information in Project Description, Section IV.

### **Shiloh Church of Christ, Disciples of Christ**

Shiloh Church of Christ, Disciples of Christ is an independent, congregational church incorporated in the State of New York with a with a tax-exempt status as an exempt organization under Section 501(c)3 of the Internal Revenue Code. It has a voluntary affiliation with the Northeastern District Assembly, Church of Christ, Disciples of Christ. Shiloh was the first Disciple fellowship organized in the borough of Manhattan in 1932, founded by Bishop William Charles Gillams to provide a place for worship, prayer, and meditation, and the practice of religious ordinances according to the tradition and ritual of the Church of Christ, Disciples of Christ. The congregation drew upon the wave of émigrés from the South and Caribbean in the first 40 years of its ministry. Its services seek to sustain and evangelize a community of love for Christian living and learning, instruction of youth, a harbor for senior citizens, and a forum for education from GED to Ph.D. In so doing, Shiloh hopes to promote tolerance, combat religious bigotry, and strive for the mutual respect due to all persons.

## **III. GENERAL INFORMATION AND LISC INVOLVEMENT**

### **LISC NYC’s NEW YORK LAND OPPORTUNITY PROGRAM**

This RFP is being issued in connection with New York Land Opportunity Program (“NYLOP”), a pilot program that was launched in 2016 by LISC NYC in partnership with the NYC Department of Housing Preservation and Development (HPD) and the Mayor’s Community Affairs Unit (CAU). NYLOP was launched to help mission driven organizations identify experienced developers to work with to develop their land for affordable housing. To date, LISC NYC’s technical assistance has included: support with obtaining an appraisal, zoning analysis, and drafting this RFP. LISC NYC will also provide *limited review* of RFP submissions and analysis to the Church; however, THE CHURCH WILL SOLELY SELECT THE RESPONDENT, IF ANY, WITH WHICH IT WILL ENTER ANY AGREEMENT.

LISC NYC is a local program office of the Local Initiatives Support Corporation – a national community development financial intermediary (CDFI) that equips struggling communities with the capital, strategy and know-how to become places where people can thrive. Since founded in 1980, LISC NYC has built a distinguished track record of investing in affordable housing and other critical community assets. LISC NYC has invested over \$2.7 billion, leveraging an additional \$6 billion in low-income communities. This has resulted in over 38,000 affordable homes built and preserved as well as 1.8 million square feet of retail and community space created. Learn more at <http://www.lisc.org/nyc>.

### **CONTRACT FORM**

This RFP is expected to lead to a development agreement (“Agreement”) between the selected Partner and the Church, as further elaborated in this RFP. The Agreement will contain all of the required services, terms, deliverables and conditions specified in this RFP and all other negotiated services and related matters. No contractual rights shall arise out of the process of negotiation until such time as the Church and the selected Partner have signed the Agreement. The agreed upon work will commence immediately upon the execution of the Agreement.

### **RULES, REGULATIONS, AND LICENSING AGREEMENT**

The Respondent and its staff shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest. Respondents are presumed to be familiar with all federal, State, and local laws, ordinances, codes, rules, and regulations that may in any way affect the services to be provided.

### **GOVERNMENTAL APPROVALS**

If selected, the Partner must complete background checks and clearances required by city and state agencies, including, but not limited to, HPD’s sponsor review and the City of New York’s inspector general clearance processes. The Partner must also comply with the standard local, state, and federal policies and regulations required for New York real estate transactions financed and/or approved by such agencies. In submitting their proposals, Respondents are representing that the personnel described in their proposals shall be available to perform the services described, barring illness, accident, or other unforeseeable events of a similar nature in which cases the Respondent must be able to provide a qualified replacement. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the Respondent under its sole direction, and not employees or agents of the Church.

Subject to certain exceptions, a lease for a period exceeding five years or the sale or mortgage of any real property of a religious corporation requires review by the New York State Attorney General’s office and approval by New York State Supreme Court. (See “A

Guide to Sales and Other Dispositions of Assets Pursuant to Not-for-Profit Corporation Law Sections 510-511 and Religious Corporations Law Section 12” here:

[https://www.charitiesnys.com/pdfs/sales\\_and\\_other\\_dispositions\\_of\\_assets.pdf](https://www.charitiesnys.com/pdfs/sales_and_other_dispositions_of_assets.pdf)

**CONTACT WITH THE CHURCH STAFF AND BOARD MEMBERS**

Respondents shall not make any contact with the Church staff or board members during the term of the RFP process. All communications with the Church shall be in writing as provided in Section I.

## IV. PROJECT DESCRIPTION

### a. Existing Conditions

The Church owns two vacant lots: 9 West 128<sup>th</sup> Street (Manhattan Block 1726 Lot 31), and 4-8 West 129<sup>th</sup> Street (Manhattan Block 1726 Lot 41), located in the Harlem neighborhood of Manhattan, each of which was purchased from the City of New York (“Premises”). The total combined lot size is 9,392 square feet and the lots are zoned R7-2 which can yield a total zoning floor area of 47,019 SF, assuming that affordable, independent residences for seniors (AIRS) are included in the project. See Appendix A for site map and photos.

The lots are adjacent to the existing church building, which will remain in place. The Partner will develop the Project on the Premises.

A 2017 appraisal conducted by HPD has found that the estimate as is value of this property is \$5,800,000.

### b. Desired Development

The Church wishes to develop new Church Spaces that include the following key priorities:

- Multi-purpose community space of at least 10,000 square feet located on the first floor and basement of 4-8 West 129<sup>th</sup> Street, which will be used as a community center for secular and religious purposes. The center should include a proscenium stage and commercial kitchen. Potential uses of the community space include: senior daycare, youth after-school programs, banquet space, theater space, and other events.
- Two-story building as an extension of church on 9 West 128<sup>th</sup> Street, to provide additional office and meeting space of at least 3,000 total square feet to the Church. The Church is also interested in including in the 9 West 128<sup>th</sup> Street location a space to be used as a daycare or pre-K facility.

The Church also wishes to develop affordable housing for families, with a minimum of 20% of the units reserved for low-income seniors. In the event that the affordable units are developed using Low-Income Housing Tax Credits (“LIHTC”), the Church, directly or through an affiliate, desires to have the Right of First Refusal to purchase the Project under the Right of First Refusal provided under Internal Revenue Code (IRC) 42(i)(7).

Financing for the Project is anticipated to include, but not be limited to: Low-Income Housing Tax Credits, subsidy through NYC Housing Preservation and Development’s ELLA program, or other affordable housing programs.

The Church expects the Project to close within two years of formalizing an agreement with its development partner.

### c. Desired Legal Structure and Special Conditions: Transfer of the Premises

The West 129<sup>th</sup> Street lot will be ground leased for up to 99 years to the Partner, preferably at the construction loan closing for the Project (“Closing”). At the time of Closing, the full appraised value of the Premises (or of the site then being transferred if the sites are not transferred at the same time) must be paid to the Church, with the cost to construct the Church Space to be placed in escrow as a financing source for build-out. If full payment of the appraised value inhibits the financing of the Project then the Respondent must explain what consideration (e.g. seller’s notes) and security (purchase money mortgage), will be used to satisfy the attorney general and the statutory requirement for consideration that is fair and reasonable.

The Church will maintain ownership of the West 128<sup>th</sup> Street lot.

### **Church Space**

Each Church Space must be owned by the Church without encumbrance of any kind with a permanent certificate of occupancy to the Church or designee after construction as a separate building or a separate condominium, as applicable, no later than closing of permanent financing for the Project.

### **Right of First Refusal and Sponsorship**

The Church is willing to consider a joint-venture ownership structure for the affordable housing portion of the project, located on the 129<sup>th</sup> Street site, whereby the Church would sponsor the affordable housing development. In the event that the affordable units are developed using Low-Income Housing Tax Credits (“LIHTC”), the Church, directly or through an affiliate, desires to have the Right of First Refusal to purchase the Project under the Right of First Refusal provided under Internal Revenue Code (IRC) 42(i)(7).

### **Special Considerations**

As the Premises are adjacent to the retained Church property at 5-7 West 128<sup>th</sup> Street, it is expected that all construction shall be conducted to minimize disruption and interference with the operations of the Church. The Partner will be responsible for all costs incurred in connection with the development including without limitation all costs incurred by the Church.

Note that in developing the Premises, the Partner will have to address (including bearing all costs and coordinating all work) the following special condition (“Special Condition”):

The Premises contain a deed restriction (“Restriction”) imposed by the Grantor, The City of New York, stating that: development must be limited to “not-for-profit community facility use.” A waiver or amendment to the deed restriction will be required in order to allow for affordable housing use. Provisions similar to the Restriction have been modified by the City to permit affordable housing and it is expected that the City would provide similar support here.



## V. DESCRIPTION OF SERVICES

### A. General Scope of Services

1. The Church intends to perform the following duties: review budgets, review designs and architectural renderings, and to retain the right to approve or disapprove budgets and designs, subject to the terms of the agreement with the Partner.
2. The Partner is expected to perform the following duties: provide guarantees; obtain financing and secure related tax benefits; select and oversee professionals (architect, general contractor, etc.); oversee construction, lease-up, tenant income qualification/tax credit compliance, property management, and partnership management. The construction of Project, including permitting and financing, will be the sole responsibility of the Partner. ***During the period of construction, the Church will have a master lease for its to-be-built space*** and the Partner shall maintain a payment and performance bond or letter of credit and a completion guaranty to insure timely completion of the Project. The payment and performance bond or letter of credit and guaranty shall remain in place until construction is complete and all lien waivers have been received. The Church will either be named on the Project payment or performance bonds, letter of credit and completion guaranty, as applicable, or the Partner will have separate guarantees, bonds and letters of credit, as applicable, issued to the Church for the spaces master leased to the Church during construction.

Upon completion of the construction, the Partner shall be responsible for all aspects of the Project, except the Church Space once deeded to the Church, which it has constructed upon the land, including but not limited to insuring the Project against fire and casualty loss, keeping the building free from liens, maintaining and repairing the Project (including periodic capital improvements such as boiler and roof replacement), and the like. After the completion of construction, the Partner shall also be responsible for insuring against rental loss or business interruption to pay ground rentals during periods of rebuilding after a casualty loss.

### B. Description of Deliverables

The Church expects that the Partner will complete the following deliverables (which is not an exhaustive list):

- coordinate and pay for any and all predevelopment work;
- complete Tax Credit Application (if applicable);
- obtain financing commitments;
- obtain NYC Department of Building -approved plans;
- negotiate construction contract(s);
- start and complete construction in a workman-like and timely manner;
- provide guarantees required by lenders and investors to the Project and as required by this RFP;
- provide post-syndication services such as complete marketing and lease-up;

- provide for the ongoing operation and maintenance of the Project; and
- address the Special Conditions listed above.

## **VI. SELECTION CRITERIA**

Respondents must initially meet the following Threshold Requirements to be considered for participation in the Project. Failure to meet these requirements (as defined below) or to provide the complete information required in the RFP may disqualify the Respondents from consideration.

### **A. Threshold Requirements**

The proposal must include all required information and must be deemed complete by the Church in its sole and absolute discretion. Upon review, the Church, at its discretion, may notify Respondents that additional information or clarification is necessary. Failure to meet any of the requirements listed below may result in the rejection of the proposal.

To be eligible, Respondents must meet the following qualifications:

- Demonstrate that Respondent is one of the following: a lawfully organized business organization, not-for-profit organization or joint venture;
- Demonstrate significant experience in the development, ownership and management of multifamily rental properties, particularly affordable housing, with substantial prior experience in NYC, relevant to and consistent with the scope and description of services provided in Section IV of this RFP; and
- Demonstrate that the Respondent (whether a business, organization, or joint venture) is financially viable and able to provide financing and guarantees required to the Project.

Respondents will be disqualified for adverse findings with respect to:

- Arson, fraud, bribery, or grand larceny conviction or pending case relating to the Respondent or any partner, officer, principal or significant shareholder;
- Previous record of default on work;
- Compliance/history with governmental agencies as described in Respondent Questionnaire or in references;
- Formal debarment or suspension from entering into contracts with any governmental agency or other notification or ineligibility for or prohibition against bidding or proposing on government contracts;
- Denial of a contract based on any obligation to, or unsatisfied judgment or lien held by, a governmental agency;
- Subject of any voluntary or involuntary bankruptcy proceeding;
- A negative history with New York City, New York State and federal government agencies, including but not limited to NYSHCR, HPD, Dept. of Health, Dept. of Buildings, Dept. of Environmental Protection, or HUD.

## **B. Competitive Criteria**

The Church will further review Respondent responses for competitiveness in accordance with the following criteria:

- Experience working with faith based organizations;
- Nonprofit or MWBE status;
- Experience working in the borough of the church;
- Experience developing and managing deeply affordable housing;
- Experience with deed restrictions; and
- Creditworthiness.

## **VII. SUBMISSION REQUIREMENTS**

In addition to the pdf copies of the Proposal previously specified, Respondents must submit one fastened original of the Proposal, including a separately fastened copy of the Respondent's qualifications and all other documentation requested, as described below. Submission of an incomplete proposal may be grounds for disqualification of the Respondent.

Each copy of the qualifications must be clearly labeled with tabs as indicated below. The tabs should run down the right hand side of the submission. The original proposal must be signed by an authorized representative of the Respondent. Also, each copy must be clearly labeled with the name of the Respondent on the cover.

### **EACH COPY OF THE RESPONDENT'S QUALIFICATIONS MUST CONTAIN THE FOLLOWING FORMS AND SUPPORTING DOCUMENTATION.**

#### **A. Cover Letter**

Respondents should include a cover letter on company letterhead that:

- References the RFP;
- Summarizes the Respondent's ability to perform such services as described in the RFP;
- Provides contact information for senior staff identified as the Respondent's primary point-of-contact; and
- List of staff that will work on the Project if the Respondent is selected.

#### **B. Statement of Qualifications**

The Statement of Qualifications will be evaluated on the Respondent's real estate development experience including affordable housing, and on its work plan for achieving Project goals and deliverables in a timely, cost-effective manner.

The Statement of Qualifications is a summary of a Respondent's experience in real estate development, including but not limited to, the number, type and size of multi-family NYC projects developed, owned, and managed, experience securing appropriate financing, experience and depth of proposed development team, the review and/or development of scope of works, cost estimate, code compliance, bid analysis, schedule analysis, requisitions, and/or site inspections.

The Statement of Qualifications should include, and will be evaluated, on the following information:

- Organizational profile including number of employees and year firm was established.
- Proposed staff who would work on the Project and their qualifications.
- Respondent's experience in multifamily affordable housing development.
- Experience of developer in doing LIHTC transactions, with an emphasis on tax exempt bond transactions, and other public financing;
- Please also indicate whether Respondent or an affiliate has had to pay a tax credit adjuster and/or fulfill an obligation under an operating deficit guarantee or construction guarantee and explain the circumstances surrounding these situations;
- If a general contractor, experience engaging in similar projects. Also include current construction projects and pipeline.
- If a property manager, experience as property manager in managing LIHTC or other affordable properties;
- Description of Respondent's ability to complete projects on schedule, within budget, and to the satisfaction of the client.
- Description of any significant problems after closing, including problems that have occurred during project stabilization.
- Experience (if any) working with projects affiliated with HPD and other governmental agencies.
- Status as or commitment to hire or work jointly with local community businesses and subcontractors, small business enterprises (SBEs), minority-owned business enterprises (MBEs) and women-owned business enterprises (WBEs). The Church will consider the following items to evaluate the criteria: Evidence of designation as a small, minority or woman-owned business by local or state government or demonstrated commitment to hire or work with small, minority and women-owned businesses through (i) the Respondent's hiring track record (ii) the Respondent's current hiring plan, and (iii) evidence of past and current joint venture partnerships with SBEs, MBEs, and/or WBEs.
- Experience working with faith-based organizations in real estate development and navigating the New York State Attorney General and Supreme Court review and approval process for the sale, lease or transfer of real property.

### **C. References/Letters of Support**

Respondent will be evaluated on the quality of its development, construction and property management services.

Please include at least three references, with diversity in the types and sizes of projects (ideally at least one from a project closely matching the Project and at least one reference/letter of support from a tax credit syndicator/construction lender). Written statements of reference or the names, addresses and telephone numbers of clients, who can explain the Respondent's involvement and the scope of services, should be included. Information concerning personnel assignment and contract duration should be described.

**D. Narrative Regarding the Proposed Development Plan: Potential Issues, Strategies**

Please include a brief narrative (no more than three pages) concerning the development plan. Development narrative should include:

- The anticipated scope of the proposed Project including the total square footage of development;
- Description of proposed Church Space;
- The number of residential units and target population;
- Area of open landscaped spaces, and anticipated site access;
- Any programmatic, procedural, legal, design, construction, financial, timing, or other obstacles that are foreseeable, and suggest any strategies that may be necessary or could strengthen the plan in order to achieve the plan objectives;
- Schedule showing steps needed for the achievement of this goal.
- Lenders, syndicators/tax credit investors, architects, general contractors, property managers, attorneys, accountants and other relevant professional team members that Respondent wishes to work with on this Project.

**E. Legal Structure and Financing Plan**

Include a brief narrative (no more than two pages) concerning a simple summary list of each item of consideration to be provided to the Church, its estimated monetary value and when it is to be delivered, the legal structures that the Respondent proposes for the Project/Development Agreement, including an organizational chart for ownership of the Project, ground lease, condominium and lease structures, as applicable, and the financial plan. In this section, clearly outline Respondent's requirements for participation in the Project (for instance, if, to participate as Partner, Respondent must also be the general contractor for the Project).

Please include a pro forma development budget (or outline budget to the extent feasible) and explanation for the proposed financing plan, and provide preliminary sources and uses and cash flow projections. Please indicate an approach to the construction of the project to minimize costs per square foot. Respondent's financial proposal will be evaluated based on the ability, soundness and reasonableness of the financing structure and a comparison of proposals from other Respondents. Respondent should identify the guarantees (i.e. construction completion, operating deficit, proper income qualifications of tenants) the Partner is willing and able to provide and under what conditions; the proposed allocation of developer fees to parties including to the Church; cash flow projection including timing

of payout; length and structure of the Development Agreement and exit strategy, as applicable, and other relevant considerations, acquisition incentive fees, sponsorship fees, paid developer fee split, deferred developer fee split, and residual cash flow split, to the extent applicable; and the extent of management and decision making authority will be granted to the Church during predevelopment, construction, lease-up and post-permanent conversion.

Provide an explanation of the source of construction financing and when these funds will be drawn down to pay for construction of Church Space.

Please include details on the following provisions of the proposed ground lease:

1. Length of term and renewal options
2. Right to mortgage
3. Assignability of the leasehold
4. Intended use and improvements
5. Ownership of improvements on lease termination or expiration
6. Insurance coverage and casualty loss
7. Anticipated use and restrictions on future use
8. Rent structure for ground lease
9. Construction schedule
10. Construction budget

With respect to the condominium unit to be owned by the Church, provide the terms of that condominium including:

1. Governance structure of the condominium board
2. Estimated common charges for the Church Space
3. Strategies to minimize common charges to the Church (the use of limited common elements, etc.)
4. Right to mortgage
5. Use restrictions and requirements.

If the Church or its affiliate is to have a Right of First Refusal under Section 42 of the Internal Revenue Code, provide detail on such right including:

1. Whether the Church will have such right alone or in concert with another nonprofit (e.g., if the Respondent is a non-profit or joint-venture with a non-profit member that would also like the ROFR or if a joint ROFR is in the interest of the Church and the Project)
2. How the Partner will assist the Church in gaining approvals from lenders of the Project to exercise this right at the end of the tax credit compliance period.

**F. Attachments:**

- i. Attach three (3) years of audited financial statements to establish financial viability of the business;
- ii. Attach the completed Respondent Questionnaire attached to the RFP; and

- iii. Completed project worksheet including overview of past, existing and pipeline real estate development projects. Information should include:
  - Types/sizes of projects
  - Location of projects
  - Year job/s were completed
  - Total development costs and sources; and
  - Summary data concerning subsequent project operation.

### **VIII. Disclosure, Conflicts of Interest, and Confidentiality**

The terms of this RFP, the information provided by the Church herein and all other information provided by Respondent in connection with the services offered to be provided by the Respondent pursuant to this RFP, are to be treated by Respondent as strictly confidential and proprietary. Such materials are to be used solely for the purpose of responding to this request. Access shall not be granted to third parties except upon prior consent of the Church and upon the written agreement of the intended recipient to treat the same as confidential. The Church may request at any time that any of the Church's material be returned or destroyed.

The Church will require disclosure by the Respondent, its employees or anyone acting on its behalf. Such disclosure review will include, but not be limited to: (i) whether the Respondent, its employees or anyone acting on its behalf has ever been convicted of a crime or offense arising directly or indirectly from the conduct of the Respondent's business and (ii) whether any of the Respondent's officers, directors, or persons exercising substantial policy discretion have ever been convicted of any crime or offense involving misconduct or fraud. The Church will also require disclosure of (iii) any material financial relationships that the Respondent or any of the Respondent's employees or affiliates have with firms or entities that may create a conflict of interest or the appearance of a conflict of interest in acting as a developer for any development with which they enter into contract pursuant to this RFP and; (iv) any family relationship that any employee of the Respondent has with an officer or board member, or any other matter that the Respondent believes may create a conflict of interest or the appearance of a conflict of interest in acting as a developer for any development with which they enter into contract pursuant to this RFP.

### **IX. RFP TERMS AND CONDITIONS**

1. The Church is the sole judge of each proposal's conformance with the requirements of this Request for Proposals as well as the merits of such proposal.
2. The Church reserves the right to waive any condition or modify any provisions of this document with respect to one or more applicants, to negotiate with one or more applicants, to require supplemental statements and information from any applicants, to modify any of the terms and conditions herein and to reject any or all proposals in its sole and absolute discretion.

3. If all proposals are rejected, the disposition of the Premises may be conducted by any means, terms or conditions chosen by the Church in its sole and absolute discretion.
4. Upon the selection of an applicant, if any, the Church will send written notification to the applicant containing the terms and conditions upon which the Church will be willing to negotiate definitive development documents. However, nothing will be binding on the Church or the applicant unless and until a final Agreement is executed and delivered by both.
5. The timing of the conditional selection will depend upon the degree to which supplemental information regarding individual proposals may be required or due to any other factors that the Church, in its sole discretion, considers pertinent.
6. All submitted proposals are the property of the Church. The Church is not liable for any costs or expenses incurred by an applicant in the preparation of proposals, negotiations or discussions with the Church or in connection with any other work. A proposal may be modified at any time prior to the submission deadline. Only the final version of the proposal will be considered.
7. The Premises will be developed (leased, mortgaged, transferred and/or developed) in its "as is" condition, subject to any environmental conditions and hazards or other title matters.
8. The Church, LISC and their officers, employees, consultants, attorneys and agents (collectively, "Church Personnel") make no representation or warranty, and assume no responsibility of any kind, for the accuracy of any of the information set forth herein or otherwise provided by Church Personnel, the physical condition, status of title or usability of the Premises, or any other matter. All due diligence is the sole responsibility of the applicants, and applicants are encouraged to satisfy themselves with respect to any aspect of the proposed development and/or condition of the Premises.
9. All proposals must conform to, and be subject to, all applicable laws, regulations and rules of any governmental authority having jurisdiction over the Premises and/or the development thereof (including without limitation, any zoning or applicable land use regulations).
10. Upon submission of a proposal to this RFP, respondents and the representatives and agents will treat their proposals and all information obtained in connection with the RFP ("Confidential Information") in a confidential manner, and will not discuss, publish, divulge, disclose or allow to be disclosed the Confidential Information to any other respondents or any

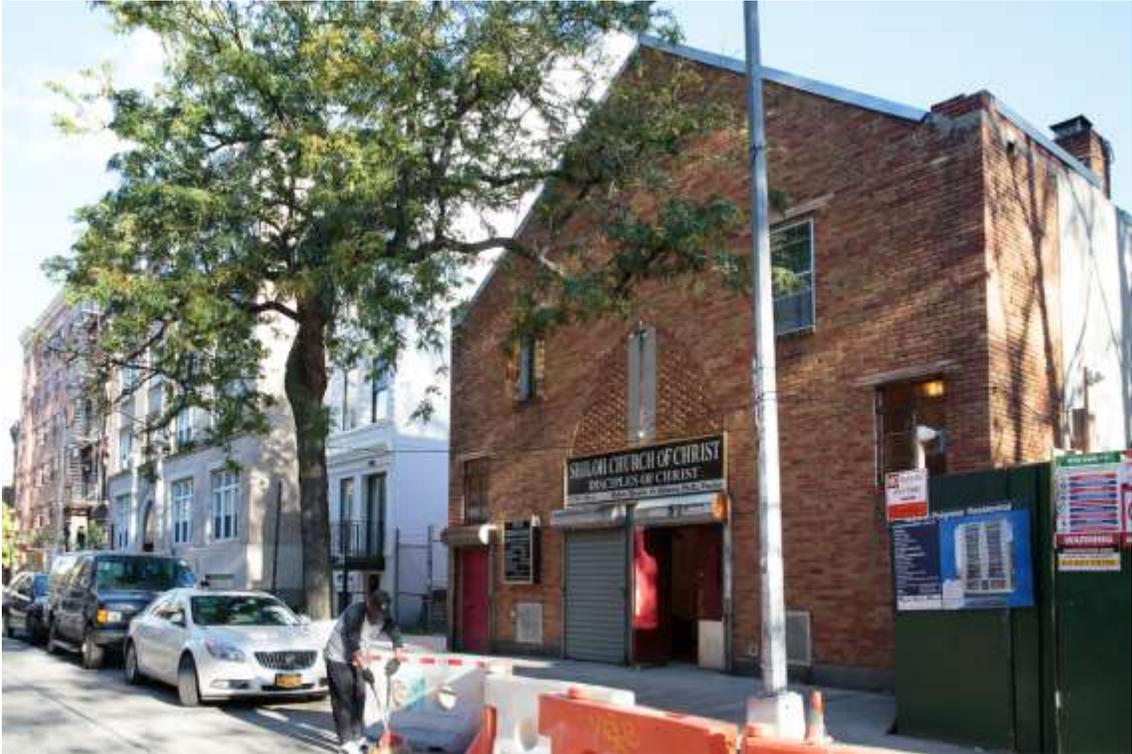
other person, firm or entity, including press or other media, without the prior written approval of the Church.

# Appendix A: Site Map and Photos

## Site Map



**Site Photos**



**Front – 128<sup>th</sup> Street**



**From 129<sup>th</sup> Street vacant lot behind church**

**ATTACHMENT 1: RESPONDENT QUESTIONNAIRE**

**ALL RESPONDENTS SHALL COMPLETE THIS FORM AS WELL AS THE QUESTIONNAIRE THAT IS ATTACHED.**

If the Respondent is a joint venture, a separate Questionnaire and Attachment shall be provided for each entity that comprises the joint venture, as identified in Section 2 below. If the Respondent is a newly formed joint venture or business, information on the entity with their rehabilitation and marketing and sales experience must be provided.

If additional space is needed, please submit separate sheet(s), identifying the question(s) being answered on each sheet.

NAME OF RESPONDENT:

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ADDRESS:

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---

CONTACT PERSON:

(for the Respondent)

---

Address:

---

---

Telephone Number:

---

Fax Number:

---

E-Mail:

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IS THE RESPONDENT A JOINT VENTURE?

YES  NO

If yes, list below the name, address, and phone number of each entity, which comprises the Respondent entity stated above, and the percentage of ownership interest in the joint venture.

Name of Entity	Address	% of Ownership


**NAME OF ENTITY  
COMPLETING THIS  
QUESTIONNAIRE:**

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1. **PRINCIPALS**

- a. Provide the following information about all principals of this entity. For corporations: provide the names of the officers and controlling shareholders (those owning 10% or more). For partnerships, provide the names of all general partners. For not-for-profits, please provide the names of the Board of Directors and Officers.

Also state the role that each would play in the Program.

Name/ Position/Title	Home Address	Role	% Owned

2. **ORGANIZATIONAL STRUCTURE**

a. Type of Organization:

Sole proprietorship ___	Partnership ___
Corporation ___	Not-For Profit ___

b. For corporations or partnerships: provide the following information about all partners, officers, and shareholders. For not-for-profits, list all board members and officers.

Name Position/Title	Percentage of Ownership	Date of Ownership

c. Do any principals and/or officers maintain a business relationship with or have an ownership interest in another company?

YES [\_\_\_] NO [\_\_\_]

If yes, provide the following information:

Name of Principal/Officer	Name, Address, Tel. # of Affiliated Company	Position with and % Interest with Company

d. Is company owned in full or in part by another firm or investor(s)?

YES [\_\_\_] NO [\_\_\_]

If yes, provide the following information:

Name of Firm/Investor	Address and Phone	% of Ownership

3. **OTHER**

Has any principal identified on page 1, or any organization in which the principal is or was a general partner, or corporate officer, or owned more than 10% of the shares of the corporation been the subject of any of the following:

	YES	NO
A. Arson conviction, or pending case;		
B. HPD's Housing Litigation Bureau pending or active case or negative history;		
C. Defaulted on any contract obligation or agreement of any kind or nature whatsoever entered into with federal, state or municipal agencies, including but not limited to HUD, NYSHCR, City of New York, New York City Department of Buildings, New York City Department of Environmental Protection, and New York City Department of Health and Mental Hygiene;		
D. In the last 5 years, failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency?		
E. In the last 7 years, filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings?		
F. In the last 5 years, failed to file any required tax returns, or failed to pay any applicable Federal, State or New York City taxes or other charges?		
G. Been convicted of fraud, bribery, or grand larceny?		

If yes, please state the following information:

(1) Name of principals: \_\_\_\_\_

(2) Name of organization/corporation and if an officer, state title:  
\_\_\_\_\_

(3) Date of action: \_\_\_\_\_

(4) Current status of action: \_\_\_\_\_

(5) Explanation of Circumstances: \_\_\_\_\_

Provide a statement detailing current standings with local, state, and federal regulatory agencies for compliance related construction, hiring practices, and wage & labor laws.

1. Respondents must disclose compliance history with local, state, and federal regulatory agencies for the last 10 years. Shiloh Church of Christ, Disciples of Christ, Inc. reserves the right to confirm Respondent's current standing with any applicable regulatory agencies to confirm information submitted by Respondents.
2. Disclose any compliance violations within the last 10 years, detail steps taken to resolve such violations, and describe current status of compliance.
3. Highlight specific compliance violations with DOB, HPD, Mayor's Office of Contract Services (VENDEX), NYSHCR, and other regulatory agencies responsible for construction compliance, wage & labor laws, hiring practices, etc.
4. Disclose most recent status of HPD Sponsor Review compliance, including outstanding arrears for property tax and water/sewer arrears for all NYC owned property.

4. **CERTIFICATION**

This certification must be signed by one of the Individuals listed above; if the Respondent Entity is a joint venture, an Individual representing each Principal of the joint venture must sign it.

I certify that the information set forth in this proposal and all attachments and supporting documentation is true and correct. I understand that Shiloh Church of Christ, Disciples of Christ, Inc., will rely on the information in or attached to this document and that this document is submitted to induce Shiloh Church of Christ, Disciples of Christ, Inc., to select you as a partner.

\_\_\_\_\_  
Signature