



REQUEST FOR PROPOSALS FOR:

Wakefield Grace United Methodist Church

4750 White Places Road, Bronx, NY 10470-1170 Lots (B: 5113, Lots:
29 & 31)

DEVELOPMENT OPPORTUNITY

Date of Issuance: March 2, 2018

Response Due Date: April 13, 2018

Deadline has been extended to April 27, 2018

*WAKEFIELD GRACE
UNITED METHODIST CHURCH*



The Rev. Dr. T. Anne Daniel, Pastor

Issuance Date: March 2, 2018

Subject: Wakefield Grace United Methodist Church Request for Proposal (RFP) for a Total Development Site in Wakefield Section, Bronx, NY

Dear Prospective Development Partner,

This Request for Proposal (RFP) is being issued by Wakefield Grace United Methodist Church in its capacity as owner of property and structure in the Northwest Wakefield Section of the Bronx, New York.

The purpose of this notice is to solicit a development partner who will help Wakefield Grace United Methodist Church realize its vision of providing needed Affordable Housing and Supportive Services to the community and develop new sanctuary and community space.

Real Estate Development developers with demonstrated experience in property development and with an interest in making their services available to Wakefield Grace United Methodist Church are invited to respond to this RFP. If your company is interested, please submit a Proposal. Your Proposal must include and will be evaluated based on, among other things, the following criteria:

1. Past Project Performance including timelines and quality of work.
2. Past Experience, including projects of Affordable/Supportive Housing.
3. Familiarity with the New York Metropolitan area and knowledge of and experience working with Faith Based Organizations.

The Proposal should be submitted by the process outlined in the scope of the attached RFP. Should you have any questions about the RFP, please feel free to contact Rev. T. Anne Daniel via e-mail wgraceumc08@yahoo.com

This RFP in no way obligates Wakefield Grace United Methodist Church to award a contract, nor does it commit Wakefield Grace United Methodist to pay any costs incurred in the preparation and submission of the Proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Henderson Brathwaite".

Henderson Brathwaite
Chairperson – Board of Trustees

Cc: Rev. T. Anne Daniel – Sr. Pastor
Samuel Ricketts – Vice Chair Board of Trustees
Wendell Harris – United Methodist City Society

I. REQUEST FOR PROPOSALS SCHEDULE

Proposals responding to this request for proposals (“RFP”) shall be received by Wakefield Grace United Methodist Church (“the Church”) on or before April 13, 2018 provided, however, that the Church reserves the right to, at its sole and absolute discretion, 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 T. Anne Daniel,

***RFP Response ***

*** PRIVILEGED AND CONFIDENTIAL ***

Wakefield Grace United Methodist Church

4750 White Places Road, Bronx, NY 10470-1170

- b. Please submit a PDF of the response to Wakefield Grace United Methodist Church at wakefieldgraceonline@gmail.com
- c. Please submit a PDF of the response to LISC NYC at NYLOP4@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 4pm 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 wakefieldgraceonline@gmail.com with a cc to NYLOP4@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 a property in the Wakefield neighborhood of the Bronx 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 and grow the church’s worship services and community programs on the land.

Wakefield Grace United Methodist Church

The Wakefield Grace United Methodist Church began in the mid eighteen hundreds. It acquired its first building in May 1887 when the Rev. Charles S. Wing, Pastor of the First Methodist Church of Mount Vernon, then called First Mount Vernon Episcopal Church, was also appointed as pastor to the church. As all other Methodist Episcopal Churches, the church was called Washington Methodist Episcopal Church. The Church has been served by 31 other Pastors from 1887 to present.

The Rev. Dr. T. Anne Daniel has been the pastor at Wakefield Grace United Methodist Church since July 2008. Community membership totals approximately 271 people from birth to age 99, and serves primarily the Wakefield neighborhood in addition to members from the South Bronx, Yonkers, and Mount Vernon.

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)

Because the Church is Methodist, any transfer, lease or mortgage will require the approval of the superintendent and the preacher in charge, the authorization of the charge

conference and the approval of the New York State Supreme Court, but will not require the approval of the New York State Attorney General.

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.

PROJECT DESCRIPTION

a. Existing Conditions

The Church owns a sanctuary and an unused, 3-bedroom house across 2 adjacent tax lots (B: 5113, Lots: 29 & 31) consisting of approximately 10,966 sq. ft. located in the Wakefield section of the Bronx, New York (“Premises”). The church currently sits on a slope, so that the street level entrance leads to the basement and one must climb stairs to reach the first floor entrance (See appendix A). The lots are zoned R6A with a C2-2 overlay which can yield a total zoning floor area of 39,597 square feet assuming that affordable, independent residences for seniors (AIRS) are included in the project. **A 2017 appraisal conducted by NYC HPD has found that the estimate as-is value of this property is \$800,000.**

b. Desired Development

The Partner will develop the Project on the Premises. The Church wishes to develop new church space (“Church Space”) of at least 10,000 sq. feet on the ground floor and basement that includes the following key priorities on the first floor and basement of the Premises:

- Sanctuary to accommodate at least 200 people; ideally, up to 300 people (first floor)
- Pastor’s office
- Non-commercial kitchen and fellowship hall
- Multipurpose community space (for programming, which may include: youth recreation activities, summer school, senior programs, and other community activities.)
- As much parking as the Project allows
- Bathrooms

Competitive applications will maximize multipurpose community space for programming and include recommendations for additional space to be used for:

- Nursery
- Choir room
- Meeting room(s)

Each space must be deeded in fee simple without encumbrance of any kind with a permanent certificate of occupancy to the Church or designee after construction as a separate condominium no later than closing of permanent financing for the Project.

The Church also wishes to develop affordable housing for seniors and low-income individuals. The Partner will provide a distinct, separate entrance for the affordable housing

that distinguishes it from the church. 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:
NYC HPD’s Extremely Low & Low-Income Affordability (ELLA) program subsidy

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

c. Desired Legal Structure and Special Considerations

Transfer of the Premises

The premises will be transferred in fee simple to the Project entity to support the Project, 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.

Church Space

The Church would prefer the Church Space be delivered as a condominium, but will entertain alternative legal ownership model proposals if necessary to support the Project.

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

- The Premises contains a deed restriction (“Restriction”) imposed by the Methodist City Society, the Grantor of the Deed, stating that: “[The Premises] shall be used, kept, maintained and disposed of is a place of divine worship of the United Methodist ministry and members of the United Methodist Church and/or as a place of residence for the use and occupancy of the ordained ministers of the United Methodist Church who may from time to time be entitled to occupy the same by appointment . . .” The United Methodist Society, has expressed a willingness to modify the Deed to support the Project, subject to their reasonable review and approval.
- During the term of construction of the Project, the Church may require a stipend to pay for alternate worship space. Specific needs and terms will be negotiated between the developer and the Church.
- ***Right of First Refusal***
- 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)].

IV. DESCRIPTION OF SERVICES

A. General Scope of Services

1. The Church intends to perform the following duties: review budgets, review designs and architectural renderings of the Church Space.
2. The Partner is expected to perform the following duties: provide guarantees; obtain financing; select and oversee professionals (the general contractor, etc.) [with the approval of the Church]; 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 bonds or letter of credit and a completion guaranty to insure timely completion of the Project. The payment and performance bonds 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, 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 address the Special Conditions listed above.

V. 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 in the Program.

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;
- 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;
- Previous record of default on work done under government contract;
- 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 status; experience working in the borough of the church; and experience developing and managing deeply affordable housing.

VI. SUBMISSION REQUIREMENTS

One fastened original of the Proposal and one fastened copy of the Respondent's qualifications, including all documentation requested, as described below, must be submitted by ALL RESPONDENTS in response to this RFP. 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.

PLEASE NOTE THAT 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 meeting Project 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.
- 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 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). Identify 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. Please also identify 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 2 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, to participate as Partner, Respondent must also be the general contractor for the Project).

Please include an explanation for the proposed financing plan and provide preliminary sources and uses and cash flow projections as part of that explanation and include a pro forma development budget to the extent feasible. 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.

If the proposal includes construction of space to be delivered to the Church, provide an explanation of when construction funds will be paid to the Church, how and when these funds will be drawn down to pay for construction.

If the proposal includes a ground lease, please include details on the following provisions:

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

If there is space in the Project to be master leased to the Church post-construction, provide the terms of that master lease including:

1. Length of term and renewal options
2. Right to mortgage
3. Assignability of the leasehold
4. Insurance coverage and casualty loss
5. Rent structure, if any
6. Purchase option
7. Requirements or restrictions regarding use

If there is space in the Project to be deeded to the Church as part of condominium regime, 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 (eg. 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 (including total development costs and sources). Information should include:
 - Types/sizes of projects
 - Location of projects
 - Year job/s were completed

VII. 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 employee or affiliate has 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.

VIII. RFP TERMS AND CONDITIONS

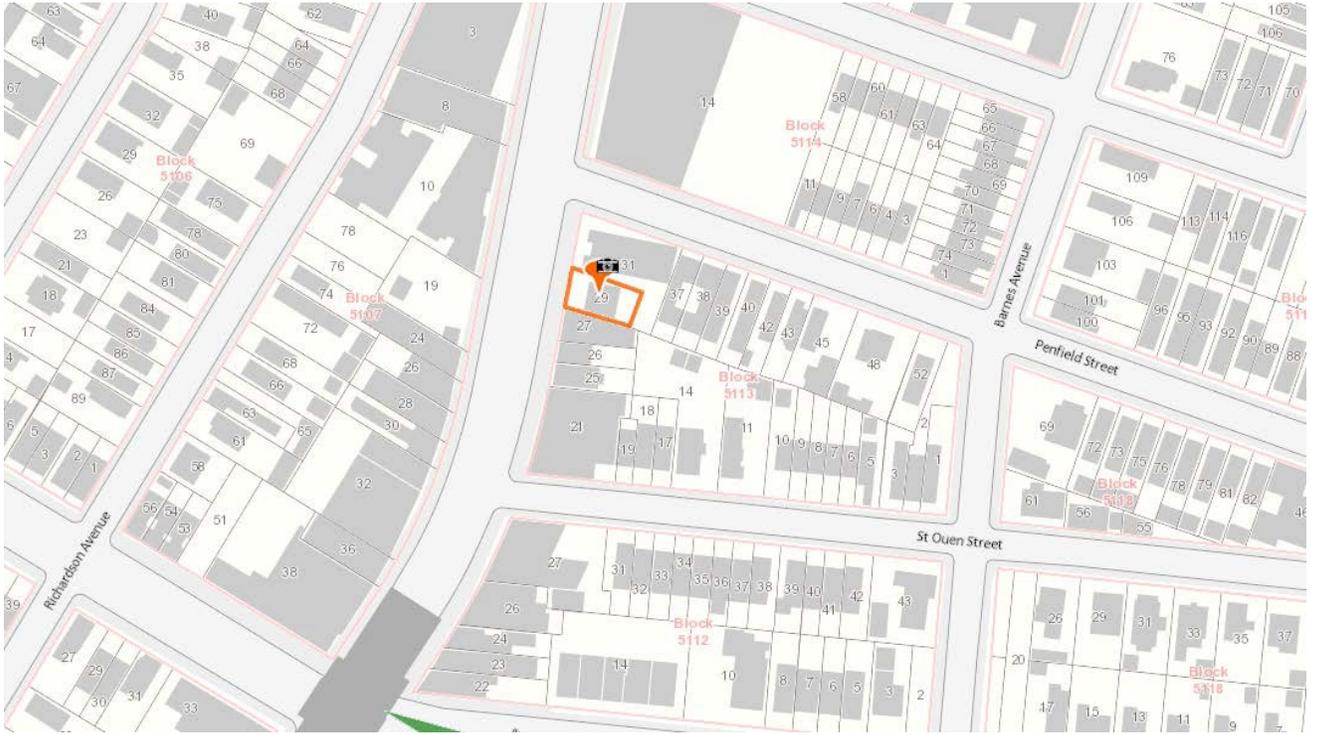
1. The Church is the sole judge of each proposal's conformance with the requirements of this Request for Proposals as well as the merits of such proposal.

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.

Wakefield Grace United Methodist Church

Appendix A



Wakefield Grace United Methodist Church



As shown in the photos above, the Church owns a sanctuary and an unused, 3-bedroom house across 2 adjacent tax lots (B: 5113, Lots: 29 & 31) consisting of approximately 10,966 sq ft located in the Wakefield section of the Bronx, New York.



Rev. Dr. Denise Smartt Sears
Metropolitan District Superintendent

February 28, 2018

Rev. Dr. T. Anne Daniel
Wakefield Grace United Methodist Church
4750 White Plains Rd.
Bronx, NY 10470

Dear Rev. Dr. T. Anne Daniel,

Congratulations to LISC and Wakefield Grace United Methodist Church on your accomplishments in developing a request for proposal (“RFP”) for the development of 4750 White Plains Road, Bronx, New York (“Premises”).

As you are aware, the Religious Corporation Law of the State of New York requires that any sale, mortgage or lease of more than 5 years of real property owned by a United Methodist Church not be sold without a court order approving such sale and the written consents of the district superintendent and the authorization of the charge conference by a majority of those present and voting. After reviewing the RFP, I hereby offer this Letter of No Objection to the release of the RFP for responses from qualified developers.

Note, however, that this Letter of No Objection is not an approval of any sale, lease or mortgage the Property or any developer. I reserve all rights under Book of Discipline of the United Methodist Church and the New York State Religious Corporation and Not-For-Profit Corporation law and will review any proposal for the sale, lease or mortgage of the Premises if and when such proposal is submitted to me.

Thank you very much for your continued work and efforts on this project.

Sincerely,

Rev. Dr. Denise Smartt Sears
District Superintendent



D475 RIVERSIDE DRIVE,
SUITE 1922
NEW YORK, NY 10115
TEL: (212) 870-3084 FAX: (212) 870-3091
WWW.UMCITYSOCIETY.ORG

February 28, 2018

Pastor Dr. T. Anne Daniel
Wakefield Grace United Methodist Church
4750 White Plains Rd.
Bronx, NY 10470

Dear Pastor Dr. T. Anne Daniel,

On behalf of the United Methodist City Society ("UMCS"), I offer my congratulations to LISC and Wakefield Grace United Methodist Church on your accomplishments in developing a request for proposal ("RFP") for the development of 4750 White Plains Road, Bronx, New York ("Premises").

The UMCS is the grantor of an ecclesiastical mortgage deed restriction on the Premises, which requires that the Premises be "used, kept, maintained and disposed of [as] as a place of divine worship of the United Methodist ministry and members of the United Methodist Church ... " ("Deed Restriction"). The requirements in the RFP would allow the Church to have new worship space and provide affordable housing on the Premises. We are supportive of the RFP and the development you are exploring. After reviewing the RFP, I hereby offer this Letter of No Objection to the release of the RFP for responses from qualified developers.

Note, however, that this Letter of No Objection is not an approval of any sale, lease or mortgage the Property nor an agreement to remove or alter the Deed Restriction. The UMCS reserve all rights under deed restriction and relevant law. At the time the Church has selected a developer and has a proposed plan for development, the UMCS will review. If the plan for development is acceptable to UMCS in its sole and absolute discretion, the sum of \$375,000 must be repaid to the UMCS in satisfaction of the purchase money mortgage for the Premises at the time the Deed Restriction is amended.

Please keep the UMCS informed as you move through the process of selecting a developer. Thank you very much for your continued work and efforts on this most important topic.

Sincerely,

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Rev. Dr. William S. Shillady
Executive Director, United Methodist City Society

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:

ADDRESS:

CONTACT PERSON:

(for the Respondent)

Address:

Telephone Number:

Fax Number:

E-Mail:

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:**

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. _____ 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 Wakefield Grace United Methodist Church will rely on the information in or attached to this document and that this document is submitted to induce Wakefield Grace United Methodist Church to select you as a partner.

Signature