

# **THE EPISCOPAL DIOCESE OF LONG ISLAND**

## **REQUEST FOR PROPOSALS FOR CO-DEVELOPER OF 39-04 61<sup>st</sup> STREET, QUEENS, NEW YORK**

**Issue Date:** February 14, 2024

**Information Session:** February 22, 2024, at 2 P.M. EST.  
**Register via [Zoom](#)**  
**Passcode:** GQw1GhTe

**Questions Due:** March 4, 2024, at 3 P.M. EST.  
**[NYLOP@lisc.org](mailto:NYLOP@lisc.org)**

**Responses to Questions to be Posted:** March 11, 2024  
**[LISC NY Website](#)**

**Submission Due Date:** March 18, 2024

**Time:** 3 P.M. EST.

**Submit Proposal To:** **[RFP Submission Page](#)**

<b>SUBMITTED BY:</b>	
<b>Company Name:</b>	
<b>Address:</b>	
<b>City, State, Zip Code:</b>	
<b>Contact Person:</b>	
<b>Telephone:</b>	
<b>Email:</b>	

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**Request for Proposals**  
**Co-Developer for the Development of 39-04 61<sup>st</sup> Street, Queens, NY**

The purpose of this Request for Proposals (RFP) is to select a partner to serve as the Co-Developer with the Episcopal Diocese of Long Island (EDLI) to redevelop the site controlled by EDLI located at 39-04 61<sup>st</sup> Street, Queens, NY (Project or Site). LISC NY selected EDLI to participate in the 2023 cohort of their New York Land Opportunity Program (NYLOP).

The Request for Proposals Package, comprised of the instructions and requirements governing this solicitation process, the scope of services to be performed, and other pertinent information, may be downloaded on the [LISC NY website](#). In addition, all firms must provide an email address where all subsequent communications from EDLI will be sent.

Respondents can submit their responses to the RFP at the [RFP response submission link](#) by completing the application and uploading the required exhibits. The application deadline is no later than **3:00 P.M. EST March 18, 2024**. Responses will be evaluated and scored based on the evaluation committee's criteria outlined in the RFP.

EDLI reserves the right to reject all proposals and to waive any informality in the procurement process. EDLI will not be liable for any claims, loss, damages, or respondent costs resulting from any part of this Request for Proposals process. This announcement complies with the requirements of applicable federal and local laws and regulations.

**Monica Dean**  
**Director of Housing**  
**LISC New York | Local Initiatives Support Corporation**

## RFP SCHEDULE

The following RFP Schedule represents EDLI’s estimate of the timetable that will be followed in connection with this solicitation:

	DATE	TIME
<b>Issue Date</b>	<b>Monday, February 12, 2024</b>	N/A
<b>Non-Mandatory Information Session</b>	<b>Thursday, February 22, 2024</b>	2:00 P.M. EST. Register via <a href="#">Zoom</a> Passcode: <b>GQw1GhTe</b>
<b>Deadline for Questions</b>	<b>Monday, March 4, 2024</b>	3:00 P.M. EST. Responses to these questions will be addressed in writing and issued as an addendum to this RFP. <b>EDLI will not respond to requests for information after the deadline.</b>
<b>Responses to Questions</b>	<b>Monday, March 11, 2024</b>	Posted on the <a href="#">LISC NY Website</a>
<b>Response Due Date</b>	<b>March 18, 2024</b>	3:00 P.M. LOCAL TIME <a href="#">RFP Response Submission Link</a> <b>Responses to the RFP must be received by 3:00 P.M., EST. NO EXCEPTIONS</b>
<b>Team Evaluation Period</b>	<b>Three Weeks</b>	
<b>Team Meeting</b>	<b>TBD</b>	
<b>Interview (if applicable)</b>	<b>TBD</b>	

EDLI reserves the right, at its sole discretion, to adjust this RFP Schedule as it deems necessary. If necessary, EDLI will communicate adjustments to the RFP Schedule as an amendment to this RFP.

## RFP Contact

**The Point of Contact for this RFP is:  
Jimmy Miller, Development Consultant  
NYLOP@lisc.org**

### **Communications**

All procurement actions facilitated by EDLI will be conducted openly, transparently, and competitively. EDLI will consider competitive transaction pricing, quality of work, reputation, and referrals, and understanding of the solicited deliverables and requirements. EDLI supports the solicitation of proposals from all markets with no geographical preferences and gives all qualified businesses, including those that are owned by minorities, women, and small business enterprises, opportunity to do business with EDLI as contractors and subcontractors.

To maintain a fair and impartial competitive process, EDLI and any outside consultants assisting EDLI with this solicitation shall avoid private communication concerning this procurement with prospective Respondents during the entire procurement process. Accordingly, from the issue date of this RFP until the final award is announced, Respondents are not allowed to communicate about this RFP for any reason with any EDLI staff or outside consultants assisting EDLI with this solicitation except:

- Through the RFP Point of Contact named below,
- As otherwise specified in this RFP or
- As provided by existing work agreement(s) (if any)

Prohibited communications include all contact, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. EDLI reserves the right to reject the proposal of any Respondent violating this provision.

## **PART I – INTRODUCTION**

### **OVERVIEW OF NYLOP**

LISC NY has partnered with Mission-Driven Organizations (MDOs) and Faith-Based Organizations (FBOs) to promote community and economic development for many years. MDOs and FBOs often provide much-needed services to their communities. These services include housing, feeding those in need, helping individuals find stable family-sustaining employment, building up businesses to create jobs, providing wrap-around mental health services, and improving community safety to help stabilize neighborhoods. MDOs and FBOs have several vital resources that contribute to these goals, including:

- Community Relationships & Leadership
- Land in High Opportunity Areas
- Tax-Exempt Status

□ Organizational Time, Volunteers, and Finances & Land

The LISC NY NYLOP focuses on helping MDOs, and FBOs use these resources to develop affordable housing on their vacant or underutilized property. LISC NY issued a Request for Expression of Interest (RFEI) to MDOs and FBOs to participate in the 2023 round of NYLOP). The program was expanded to include localities outside of New York City and to Western New York. EDLI was one of the seven groups selected as a member of the 2023 cohort.

LISC NY has engaged Censere Consulting LLC as the development consultant to lead a team of housing development experts, including Goldstein Hall as the legal consultant and ESKW as the architectural consultant, to help these organizations move from an idea to a conceptual plan to building affordable housing on their real estate. The NYLOP model calls for these organizations to develop a conceptual plan that will be used as the basis for them to issue a Request for Proposals to select a Developer Partner.

### **BACKGROUND INFORMATION ON EDLI**

#### Background:

The Episcopal Diocese of Long Island spans Kings, Queens, Nassau and Suffolk counties, totaling 135 parishes. The organization has two full-time asset managers, two construction managers, and a real estate administrator overseeing the various real estate related matters of the diocese. EDLI has a long history and boasts six royal charter churches within the diocese, all of whom continue to cater to and flourish within the fabric of their communities.

Due to EDLI's rich and long history, many of its churches were established prior to the towns and villages that grew around them. As a result, many of the Diocesan properties continue to be situated in local hubs of activity. As their communities evolve, they seek to both utilize the properties to carry on ministry while also addressing housing needs of the community.

The subject property is owned by The Trustees of The Estate Belonging to the Diocese of Long Island. It is located in the Woodside transit hub, offering access to the rest of the city via the Long Island Railroad and the 7 train. It consists of two buildings, the first of which was constructed in 1874. Unfortunately, this building suffered significant interior damage and some obvious historic stained-glass windows were destroyed in a fire on December 26, 2007. The second building houses a sanctuary and office space that was renovated recently following the church's closure. This building is currently occupied by a non-profit tenant organization that provides overnight shelter housing for the homeless men in Queens. During the day, the tenant also utilizes other portions of the property to provide immigration services and run a food pantry for the community.

#### Concept:

The property is situated at Block 1229, Lot 90 and is 12,000 square feet. The property is zoned R5B. The zoning floor area (ZFA) is 21,000 square feet.

The preferred concept plan (Option A) calls for 24 affordable housing units. This plan calls for the use of AIRS to increase density and requires a waiver from CPC for height. The alternative concept plan (Option B) calls for 25 affordable housing units, with no need for a height waiver.

**(See Attachment B)** Concept A is the preferred because it allows for more two additional two-bedroom units, which allow the client to assist more larger families.

Both concepts require the demolition of two existing structures. Currently, one of the buildings is being rented by a 501(c)(3) to provide immigration services and will have to be relocated. The second structure is vacant.

Status:

To date, The LISC NY team and EDLI have completed the concept plan. As stated above, EDLI has assembled a team of consultants, including a tax accountant and land use attorney. This project will require a City Planning Commission (CPC) waiver for height (24-57).

## **INVITATION FOR PROPOSALS**

The EDLI invites qualified firms to submit responses to this RFP to serve as Co-Developer for the Development of the Site. Interested respondents must submit their responses per the guidelines outlined in this RFP by Monday, March 18, 2024, at 3:00 P.M. EST.

Attached, please find a copy of the Project's site map as **Attachment A** identifying the subject Site.

## **PART II – SCOPE OF SERVICES**

### **SITE CONCEPT PLANS**

As stated above, the property, located at Block 1229, Lot 90, spans 12,000 square feet and falls under the R5B zoning. The zoning floor area (ZFA) is specified at 21,000 square feet.

The preferred concept plan, labeled Option A, outlines a proposal for 24 affordable housing units (refer to Attachment B). This plan utilizes AIRS to boost density and necessitates a waiver from CPC for height. On the other hand, the alternative concept plan, Option B, calls for 25 affordable housing units without the need for a height waiver (refer to Attachment B). Concept A is favored due to its ability to accommodate two additional two-bedroom units, enabling the client to assist larger families.

Both concepts entail the demolition of two existing structures. At present, one of the buildings is leased by a 501(c)(3) for immigration services and will need to be relocated, while the second structure is currently vacant.

Up to this point, the LISC NY team and EDLI have completed the concept plan. As previously mentioned, EDLI has assembled a team of consultants, including a tax accountant and a land use attorney. This project will require a City Planning Commission (CPC) waiver for height (24-57).



As stated above, **Attachment B** illustrates the concept plan for the Project along with the proposed floor plans.

UNIT MIX		
Bedroom Size	Option A	Option B
Studio	12 (50%)	12 (48%)
1 Bedroom	5 (21%)	8 (32%)
2 Bedroom	7 (29%)	5 (20%)
Total	24	25

While these are the preferred concept plans, we welcome input from the selected co-developer.

**Design Principles**

- Include replacement unit requirements and preferred concept plans in the proposal
- Explore a multi-faceted approach to create a vibrant mixed-income and mixed-use neighborhood that is the highest and best use of the land
- Integrate environmental sustainability “green” construction and design practices, optimal energy efficiency through the incorporation of on-site renewable energy, and adherence to LEED or green community certification standards
- Establish an accessible, pedestrian-oriented environment that can serve as a model of adequate accessibility through quality streetscape, open space, and design
- Promote community interconnectivity between residents, neighborhood, and the community
- Foster meaningful engagement of residents and other stakeholders throughout the implementation period
- Feature high-quality, context-sensitive architectural design that is respectful to the surrounding neighborhood
- Develop a creative and viable financial plan that does not require EDLI funding
- Coordinate with other local and community-driven development plans

## SUMMARY OF SERVICES

The Co-Developer shall, subject to consultation with and the reasonable approval of EDLI, manage a full-service Development Team to refine and implement the Site Concept Plan and direct design, development, and financing of the Project. The Co-Developer, subject to the consultation and reasonable approval of EDLI, will be responsible for developing a feasible financing and implementation plan that incorporates a variety of funding sources such as Low-Income Housing Tax Credits (LIHTC), Bond Financing, Federal Home Loan Bank, Permanent Debt, CDBG, CDBG-DR, FEMA, HOME Investment Partner(s)ships (HOME), Private Foundation Funds and such other sources as may be available and appropriate. The Co-Developer is expected to be experienced with the requirements of all financing programs it proposes to use. EDLI will undertake no financial or guaranty obligations unless explicitly accepted in writing by EDLI.

The selected Co-Developer will implement the development program per EDLI-approved schedule. EDLI's goal is to commence construction in an initial phase in the first quarter of 2024.

EDLI also reserves the right to select one or more Co-Developers. The Co-Developer will be solely responsible for working with EDLI to redevelop the Project.

## ROLE OF EDLI

EDLI, though an affiliate will be a co-owner (preferably with a majority interest) and must be included in and have the approval of key decisions in all aspects of planning and development of the Project, including but not limited to preparing documents, discussions with potential and selected investors, meetings with contractors, consultants and stakeholders and selecting key team members. Any reference in this RFP to EDLI having rights of review, approval, etc. that reference to EDLI in those contexts shall mean EDLI and/or EDLI's affiliate.

### Predevelopment

- As noted above, EDLI has completed a significant part of the required pre-development activities and will be involved in refining and completion of the predevelopment process, including review and must approve all project contracts, invoices, and draws for approval.
- Investor Solicitation -EDLI will review the Co-Developer construction financing and equity investor solicitation, the list of potential investors, and the responses. The Co-Developer shall conduct the investor solicitation process in a form that ensures maximum participation.
- Participation in Site/Unit Designs -EDLI expects the Co-Developer to review the conceptual design completed for the Site and use it as the basis for preparing further design documents. Note that EDLI has completed 90 percent of the construction drawing for the mixed-use building. EDLI will be involved throughout the design process and will work with the Co-Developer to finalize the design and construction documents. Also, EDLI will review and approve the construction drawings and specifications.

- Property Management –EDLI, in conjunction with the Co-Developer shall select the property manager, subject to the reasonable review and approval of the Co-Developer, lender, and investor.
- Marketing and Lease-up - The property manager, selected by EDLI and approved by the Co-Developer, shall create, and implement a marketing and lease-up strategy for the rental units and, if applicable, commercial, or retail space, to ensure that stabilized occupancy is achieved in compliance with all applicable financing and land-use agreements.

#### Financing

- Predevelopment Funding –EDLI expects the Co-Developer to provide one hundred (100) percent of the pre-approved third-party predevelopment costs.
- Development Fees –EDLI or its affiliate will act as co-developer and expects a minimum thirty (30) percent share of the Developer Fee (paid and deferred), but a more significant amount of development fee is preferred.
- Acquisition Financing –EDLI owns the project site. Per State law, EDLI must receive fair and reasonable compensation to transfer the property to the ownership entity. EDLI expects the Co-Developer to obtain the financing necessary to compensate the Church for the transfer of the property. EDLI also expects the Co-Developer to assist with structuring the acquisition of the Site through a sale or ground lease, whichever is mutually agreeable to EDLI and the Co-Developer and acceptable to lenders and investors.
- Insurance Requirements – The Co-Developer shall comply with the insurance requirements outlined in **Attachment C** of this RFP and the insurance requirements of lenders and investors.
- Asset Manager –EDLI will have asset management responsibilities related to units in which EDLI or its affiliate has an ownership interest. EDLI will monitor and enforce the terms of its lease and the Regulatory and Operating Agreement with the Co-Developer and require that all housing units be managed following applicable local, state, and federal requirements.

#### Contract Administration

EDLI will attend all construction meetings and reviews. Approve all construction drawings, amendments, and monitor the construction process from bidding to contract closeout.

### **MINIMUM REQUIREMENT FOR CO-DEVELOPER**

Respondents to the RFP must meet the following minimum requirements:

- Must have at least five years of experience developing affordable housing of comparable size and scope to the Project outlined in this RFP
- Must have developed and completed within the last ten years at least two projects of comparable size and scope to the Project outlined in this RFP

- Must have experience successfully accessing private equity, debt financing, and government grants or loans.

### **ROLE OF CO-DEVELOPER**

Throughout the development effort, including each component phase, the Co-Developer will work closely with all stakeholders, including EDLI, EDLI staff, EDLI residents, EDLI consultants, the surrounding community, the municipalities, and appropriate federal/local agencies. In addition, the Co-Developer will ensure that the development plan is approved, financed, and implemented promptly.

#### **General**

- Assist EDLI with refining its Site Concept to achieve its project objectives for the Project.
- Oversee and Implement Development Efforts – Provide the necessary staffing, expertise, supervision, and guarantees to implement all aspects of the Development fully and expeditiously as required by the Master Development Agreement (MDA). The MDA is a contract between EDLI or an affiliate thereof and the Co-Developer that details the obligations of both parties and specifies the standards and conditions that will govern the development of the Site.
- In Cooperation with EDLI, Hire and Manage Consultants and Development Team Members Necessary for Planning and Implementation – Note the EDLI has engaged the services of an architect, site and civil engineer, financial consultant, and contractor. Development Team members must be submitted with the Offeror’s response to this RFP.
- Develop funding applications as necessary to fully implement the development strategy. Procure other consultants or contractors and coordinate all tasks required for all financing applications, finalizing the site-specific development plans and all implementation tasks. At a minimum, the Co-Developer will need to procure, oversee, and manage all consultants appropriately as necessary to complete funding applications, master planning, architectural, environmental review, market analysis, geotechnical studies, civil, mechanical, and electrical engineering, and any other activities deemed necessary by the Co-Developer and EDLI. Respondents are strongly encouraged to demonstrate participation on their team, whether by joint-venture arrangements or otherwise, of local expertise in areas of relevance to the planning and development process, including LIHTC financing, design, and construction matters.
- Maintain Communication Regarding Project Progress with EDLI, lenders, investors, all key stakeholders, and the larger public –EDLI will establish a regular schedule of team meetings in which the Co-Developer will participate. Moreover, the Co-Developer will be responsible for submitting monthly progress reports to EDLI in such formats and media as it might direct, on the project status and schedule, including but not limited to design, permits, financing, resident coordination, etc.
- Develop and Maintain Quality Control Measures – The Co-Developer is responsible for ensuring the Project is constructed and managed with the highest quality materials and

workmanship. In addition, the Co-Developer will be required to implement quality assurance and control measures to ensure adequate performance by all parties in all aspects of the program.

- Develop and Maintain a Detailed Development Schedule and Critical Path Schedule – The Co-Developer will develop and maintain a detailed schedule of events predicated on financing deadlines that include predevelopment activities, construction start, project stabilization, and permanent loan close. In addition, develop a Critical Path Schedule for all phases of construction, and lease-up and stabilization.
- Be Responsive to Local Community, Neighborhood, and Governmental Interests – The Co-Developer will work with EDLI to promote and maintain good relations with community and neighborhood groups, federal, state, and local governments.
- Compliance with Laws and Regulations – The Co-Developer will comply with all applicable federal and local laws, rules, and regulations applying to the activities required by the Master Development Agreement.
- MBE/WBE/BIPOC Opportunities – The Co-Developer will take all necessary affirmative steps to assure that disadvantaged, minority, women-owned business, and BIPOC-led enterprises (MBE/WBE/BIPOC) are used to the greatest extent feasible in compliance with federal policy and consistent with LISC NY and EDLI’s Employment, Training and Contracting Policy. EDLI’s goals and expectations are that the Co-Developer will meet or exceed 30% of the total value of all contracts and subcontracts awarded to MBE/WBE/BIPOC-led firms.
- Local Contracting – The Co-Developer shall undertake reasonable efforts to involve qualified local consultants and contractors in the development effort. For this purpose, “local” means firms in Lackawanna, New York. It is important to note that the architect of record and engineers must be licensed to work in the State of New York and must be included in the Respondent’s Statement of Qualifications in response to this RFP.

#### Predevelopment

- Prepare Feasibility Assessments, Market Analyses, and Appraisals – To finalize the overall development approach for each Site, prepare such feasibility assessments, market analyses, and appraisals as necessary to confirm the respective development approach. The Co-Developer will also be responsible for additional market analyses and appraisals to develop and obtain financing for each development phase.
- Planning and Design – As stated above, EDLI has engaged a design team. EDLI will work with the Co-Developer to develop a signature design in affordable housing utilizing the Principles for Building Resilience in state-of-the-art housing in the State of New York.
- Grant Writing and Related Funding Assistance – The Co-Developer shall fully apply for all grant opportunities possible. The Co-Developer will also be required to submit other funding applications to help finance the projects.

- Prepare Development Plans – In consultation with EDLI, the residents, the community, and other interested stakeholders, the Co-Developer will refine the plan for development consistent with program goals and as acceptable to EDLI.
- Obtain Environmental Clearances – In collaboration with EDLI, the Co-Developer will procure the necessary consultants and prepare the documents to obtain environmental clearances from all interested agencies.
- Plans and Specifications – Subject to the review and approval of EDLI, the Co-Developer will work with EDLI to complete the design and specifications that will comply with the requirements of all permitting and regulatory entities. All documents and designs will be subject to EDLI's review and approval.

### Financing

- Produce an Overall Financing Plan – Subject to EDLI's review and approval, the Co-Developer will produce a viable financing plan for the overall development effort. The comprehensive financing plan will be developed alongside the development plan and market analysis. The development plan shall reflect the realities of the overall financing plan and market analysis while the financing plan will reflect the goals of EDLI.
- Financing Application(s) – Per the Master Development Agreement, the Co-Developer will be required to pursue diligently and use best efforts to obtain all financing necessary to implement the development plans in a timely fashion, which may include, but not be limited to - tax credits, tax-exempt bonds, federal/state/local funds, and private debt.
- Maximize the Leveraging of Public and Private Resources – The Co-Developer shall maximize the leveraging of public and private resources by pursuing all reasonable sources of financing and utilizing various Partner(s) and Partnerships. In addition, the Co-Developer shall take full responsibility for securing all financing sources promptly. Coordinate discussion and negotiations with financial institutions and private Partners (s)s. All financing terms are subject to review and approval by EDLI. In the case of any identity of interest between the Co-Developer and any lender, syndicator, or other financing Partner(s), the Co-Developer must demonstrate how the proposed terms are most favorable to other terms available in the market.
- Obtain Equity Investment – Using an open and competitive process, obtain equity financing commitment on the best terms currently available as required by the Master Development Agreement and subject to EDLI's approval. EDLI intends to participate in developing the solicitation documents for investors by reviewing the letters of interest received and the ranking and scoring of all responses. In addition, EDLI will need to approve the investors for each Project.
- Guarantees – In accordance with the Master Development Agreement, provide all guarantees required for the successful financing of the development effort, including completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees and guarantees of performance under the Agreement. In addition, EDLI will require that the Co-

Developer demonstrate financial ability to honor the guarantees and indicate how they intend to honor the guarantees if necessary.

- Operating Feasibility – As required in the Master Development Agreement, structure such reserves and other devices as necessary to guarantee the long-term operating feasibility of the Project.
- Accounting/Financing – As to be provided for in the Master Development Agreement, maintain accounting records and ensure Project financing is available at the appropriate times and utilized in the appropriate manner.

#### Construction

- Facilitate Necessary Site Improvements – According to the Master Development Agreement, the Co-Developer shall work with EDLI to complete site work and infrastructure construction with review and approval by EDLI.
- Implement Development Program – Per the final development plans approved by lenders, investors, and regulatory agencies and subject to review and approval of EDLI, the Co-Developer will develop all improvements associated with the development program.

#### Ownership and Asset Management

- Organize Ownership Entity – Upon completion of the development plan and its acceptance by EDLI, the selected Co-Developer will be expected to organize an ownership entity and structure approved by EDLI and the requirements of other financing entities.
- Ensure the Short- and Long-Term Viability of the Redeveloped Projects – The Co-Developer shall develop and implement marketing, re-occupancy, asset, and property management plans to ensure each Project's short- and long-term viability.

### **PART III-EDLI RESERVATION OF RIGHTS AND CONFLICT OF INTEREST**

1. EDLI is the sole judge of each proposal's conformance with the requirements of this Request for Proposals and the merits of such submission.
2. EDLI reserves the right to waive any condition or modify any provisions of this document concerning one or more Respondents, to negotiate with one or more Respondents, to require supplemental statements and information from any Respondents, 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 Project may be conducted by any means, terms, or conditions chosen by EDLI in its sole and absolute discretion.
4. Upon selecting a Respondent, if any, EDLI will notify the Respondent of the terms and conditions upon which EDLI will be willing to negotiate definitive development documents.

However, nothing will be binding on EDLI or the Respondent unless and until final documents are 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 EDLI, in its sole discretion, considers pertinent.
6. All submitted proposals are the property of EDLI. EDLI is not liable for any costs or expenses incurred by a Respondent in preparing proposals, negotiations, or discussions with EDLI or in connection with any other work. A proposal may be modified at any time before the submission deadline. Only the final version of the proposal will be considered.
7. The Site will be delivered in its "as is" condition, subject to any environmental conditions, hazards, or other title matters.
8. The EDLI, its officers, employees, consultants, attorneys, and agents 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, the status of title or usability of the Site, or any other matter. All due diligence is the sole responsibility of the Respondents, and Respondents are encouraged to satisfy themselves concerning any aspect of the proposed development or condition of the Site.
9. All proposals must conform to and be subject to all applicable laws, regulations, and rules of any governmental authority having jurisdiction over the Site or the development thereof (including, without limitation, any zoning or applicable land use regulations).
10. The EDLI invites the participation of real estate brokers acting on behalf of and with authorization of identified principals, provided that the broker arranges for the payment of its commission or other compensations exclusively by the selected Co-Developer. It is a condition to the designation of a developer of the Project that the chosen developer agrees to pay any commission or compensation brought by any broker because of the Project or the development of the Site other than Development Site Advisors.
11. 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 EDLI.

#### **EXTERNAL ORGANIZATIONAL CONFLICTS**

Co-Developer certifies that neither it nor any of its contractors or subcontractors include persons who have an interest (direct or indirect) in this proposed contract and who, during their tenure or for one (1) year after that, are:

1. A present or former member or officer of EDLI's Board of Directors, Governing Body, or any member of the officer's immediate family.



2. Any EDLI employee who formulates policy or influences decisions concerning the EDLI project(s) that are connected to this proposed contract, any member of the employee's immediate family, or the employee's Partner(s).
3. Any public official, member of the local governing body, State/Territory or local legislator, or any member of such individual's immediate family.

Respondents may submit a response to this RFP so long as any potential conflict is disclosed. In its sole discretion, the EDLI will determine if any such conflict warrants the Respondent's disqualification.

**NOTE:** "Immediate family" member means the spouse, mother, father, brother, sister, or child of a covered class member, whether related as a full-blood relative or as a "half" or "step" relative (e.g., half-brother or stepchild).

### **INTERNAL ORGANIZATIONAL CONFLICTS**

It is EDLI's policy to avoid situations that place a Respondent in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, that the Respondent may have that relates to the work to be performed according to this solicitation or where the Respondent's performance of such work may provide it with an unfair competitive advantage.

If necessary, Respondents shall provide a signed statement ("Disclosure Certification") that describes all relevant facts concerning any past, present concisely, or currently planned interest (financial, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the Respondent has a possible organizational conflict of interest concerning (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage.

In the Disclosure Certification, the Respondent may also provide relevant facts that show how its organizational structure or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

In the absence of any relevant interests identified in a signed Disclosure Certification, Respondents certify by their signature on this solicitation that the Respondent, to the best of its knowledge and belief and except as otherwise disclosed, does not have an organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the Respondent's organizational, financial, contractual or other interests may, without some restriction of future activities (1) result in an unfair competitive advantage to the Respondent, or (2) impair the Respondent's objectivity in performing the contract work. Accordingly, the Respondent's signature on this solicitation certifies that to the best of the Respondent's knowledge and belief, no actual or apparent conflict of interest exists regarding the Respondent's possible performance of this procurement.

No award shall be made until the Disclosure Certification and a **Financial or Personal Interest Disclosure Statement. If applicable**, have been evaluated by the EDLI. Failure to provide the Disclosure Certification or the **Financial or Personal Interest Disclosure Statement, if**

**applicable**, will be deemed a minor infraction. The Respondent will be permitted to correct the omission within a period established by the EDLI.

Refusal to provide the Disclosure Certification, the **Financial or Personal Interest Disclosure Statement, if applicable**, and any other additional information required by the EDLI, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the Respondent.

Suppose EDLI determines that a potential conflict exists. In that case, the selected Respondent shall not receive an award unless the conflict is addressed to the satisfaction of EDLI and applicable law.

Respondents must disclose the following:

- Actual, apparent and potential conflicts
- Ownership interests
- Identification of officers and directors of bidding entities
- Overlapping ownership interests or directorships in other companies.

### **DISCLOSURE STATEMENT**

Before awarding, and while Respondent is conducting business with EDLI, Respondent must disclose any direct or indirect conflicts of interest and organizational conflicts of interest as soon as such conflict becomes known or should have become known. Respondents with a conflict of interest must provide full and complete disclosure, in writing, to EDLI. The Disclosure Statement must be presented on the Respondent's letterhead, notarized, and signed by the individual making the disclosure.

### **CONTRACTOR RESPONSIBILITY**

EDLI shall make awards only to responsible Co-Developers who can perform successfully under the terms and conditions of a proposed contract. Consideration shall be given to such matters as contractor integrity, public policy compliance, past performance record, and financial and technical resources. Contracts shall not be awarded to any Co-Developer whose previous business or performance indicates that it was not responsible.

### **MUNICIPAL CHARGES**

All buildings managed or owned by the Respondent must be current with all real property taxes, water and sewers charges or have entered into and be in compliance with binding payment agreements for all outstanding taxes and charges.

## CODE VIOLATIONS

A Respondent may be rejected at any time during the evaluation process if findings of a substantial record of serious City of Lackawanna Building Code violations with regard to properties owned or managed by the Respondent or any of its principals or related entities, and such findings have not been adequately addressed.

## ADVERSE FINDINGS

A Respondent may be rejected at any time during the evaluation process if adverse findings are made with regard to the Respondent or any of its principals or related entities, including, but not limited to, adverse findings with respect to any of the following:

- Past or pending government or private mortgage foreclosure proceedings or arrears with respect to any property owned or managed by the Respondent
- Past or pending governmental tax or lien foreclosure, or substantial tax arrears
- Findings of tenant harassment or a pending case of harassment
- Arson, fraud, bribery, or grand larceny conviction or a pending case.
- Past or pending default on any obligation to, unsatisfied judgment or lien held by, or contract with, any governmental agency
- Past or pending suspension, debarment, or finding of non-responsibility by any government agency
- A past or pending voluntary or involuntary bankruptcy proceeding
- A negative history with the City of Lackawanna or any other government agency.

## CERTIFICATION REGARDING DEBARMENT

Respondent certifies by submitting its proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by a federal department, state, or city agency.

If any of the Respondent's principals, officers, directors, or Partner(s) have been debarred, suspended, or otherwise lawfully precluded from participating in the Scope of Services outlined in the RFP, the Respondent shall disclose that information in its proposal. All Respondents must submit a Disclosure Statement if this is not the case. Failure to provide such information or to complete (**Exhibit A – Disclosure Form**) shall result in the rejection of the proposal. EDLI will corroborate this information.

Each Respondent's principals, officers, directors, and Partner(s) must be in good standing with EDLI and any Federal or local agency with a contractual relationship with the Respondent or any of its principals, officers, directors, and Partner(s).

## REQUIRED EDLI RESPONDENT REGISTRATION

Respondent is responsible for contacting local authorities to ensure that Respondent has complied with all laws and is authorized or licensed to do business in the State of New York. In

addition to that, all applicable fees are the responsibility of Respondent now or hereafter in effect during the contract. Respondent and its employees, agents, and subcontractors shall also comply with all Federal, State, and local laws regarding business permits and licenses that may be required to conduct the services performed under the contract.

### **OWNERSHIP OF DOCUMENTS**

All documents and information generated, prepared, assembled, and provided to EDLI according to this RFP become the property of EDLI upon receipt. Respondents shall not copyright, or cause to be copyrighted, any portion of any document submitted to EDLI because of this RFP.

### **REJECTION OF PROPOSALS**

EDLI may reject any or all proposals. Action to reject all proposals shall be taken only for unreasonably soaring prices, error in the solicitation, cessation of need, unavailability of funds, failure to secure adequate competition, or any other reason deemed appropriate by EDLI.

### **CO-DEVELOPER STATUS**

The Co-Developer shall be an independent contractor and will not be an employee of EDLI.

### **GOVERNMENT RESTRICTIONS**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, quantity, or performance of the goods or the material, quality, workmanship, or performance of the goods or services offered, it shall be the responsibility of the successful Respondent to immediately notify EDLI in writing specifying the regulation which requires an alteration. EDLI reserves the right to accept any such alteration, including any reasonable price adjustments, or to cancel the contract at no expense to EDLI.

### **ADVERTISING**

Respondent agrees not to use the fact of or the results from the proposal submitted as part of any commercial advertising. EDLI does not permit the use of EDLI's relationship with an entity for marketing efforts unless EDLI agrees explicitly otherwise.

## NOTICES

All notices, demands, requests, and claims about the award of this contract must be addressed in writing to the following:

**Monica Dean**  
**Director of Housing**  
**LISC New York | Local Initiatives Support Corporation**  
[NYLOP@lisc.org](mailto:NYLOP@lisc.org)

## COMPLIANCE WITH LAW

The Co-Developer shall comply with all applicable Federal, State, Territory. Local laws, regulations, ordinances, and requirements applicable to the work described herein, including, but not limited to, those applicable laws, rules, and requirements governing equal employment opportunity programs, subcontracting with small and minority firms, women's business enterprises, and labor surplus area firms, and equal opportunity for businesses, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Davis-Bacon Act, and those laws and regulations concerning the abatement and remediation of asbestos and lead-based paint, and shall provide for such compliance in the contract documents. The Co-Developer shall obtain, at the Co-Developer's expense, such permits, certificates, and licenses as may be required to perform the work specified.

## INDEMNIFICATION

EDLI cannot, and by the Agreement relating to this RFP, does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Co-Developer or any other person or entity whatsoever, for any purpose whatsoever.

## STANDARDS OF CONDUCT

The Co-Developer shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity and for taking such disciplinary action concerning any employee, as necessary.

## PART IV – QUESTIONS

**Due Date for Questions:** Questions regarding matters related to this RFP or requests for further information must be submitted in writing no later than Monday, March 4, 2024, at 3 P.M. EST. Questions will be addressed by addendum by Monday, March 11, 2024, which will be published on the [LISC NY's website](#).

It is the responsibility of the Respondent to check the website before submission of a proposal to review and download the addenda issued. The Respondent shall also note on their cover letters that they acknowledge any addendums posted.

## PART V- SUBMITTAL LAYOUT

Respondents shall submit their responses to the RFP by completing the application at [RFP Submission Link](#).

The following documentation must be uploaded to the LISC NY website as part of Respondent's response to the RFP. The tabbed sections are delineated as follows:

### 1. Cover Letter

Respondents should provide a letter on Co-Developer's stationery of no more than two pages. The letter should include the following:

- a. Summary of key information about the Co-Developer and Development Team members and qualifications.
- b. Contact information for the primary contact person, including email and phone number.
- c. Signature provided by an authorized principal of the Co-Developer's firm.

### 2-A. Co-Developer and Team Description

Provide the information on the Co-Developer and each member of the Development Team (Project Architect, Attorney, Property Manager, and Energy Consultant), including the following:

- a. Contact person, title, telephone numbers and e-mail address.
- b. Name of each Team member, main address, telephone, and e-mail address.
- c. Description of each Team member's firm size and number of employees.

### 2-B. Co-Developer and Team Experience

Provide an overview of the Co-Developer and each Development Team member's experience in the development of projects similar to what is requested in this solicitation. Include the following information for the last ten (10) years for the Co-Developer and each Team Member, as applicable:

- a. List of mixed finance affordable or mixed-income rental housing projects detailing client name; units/mix; total cost and cost per unit; sources of financing; investor name and equity raise; start and completion dates. **(See Exhibit C to this RFP.)**
- b. Provide a one-page (maximum) project profile for up to three (3) of the projects listed in (a) above.
- c. Describe experience with New York State Housing and Community Renewal (HCR), Low Income Tax Credit, and Project Based Vouchers.

- d. Identify any adverse audit findings received during the past five (5) years and any Internal Revenue Service compliance issues.
- e. Provide a description of each Development Team Member's prior experience working with the Co-Developer.

**3. Key Staff Experience**

- a. Provide a resume of each key staff member of the Co-Developer and each key Team Member that would be providing services.

**4. Key Business Terms**

- a. Describe any fees or other charges, other than the Developer Fee, that the Respondent would expect to be paid to itself or any affiliate during predevelopment, development, or operations. **(See Exhibit D to this RFP).**
- b. Provide a description of the type and amount of contributions, including deferred Developer Fee and other grants, the Respondent would provide and/or assist to obtain for the project.
- c. Provide the percentage of total Predevelopment expenses the Respondent anticipates being paid by The WEI.
- d. Provide the percentage of total Developer Fees the Respondent anticipates providing to The WEI.
- e. Provide a detailed listing of anticipated consultant expenses to be paid from the Developer Fee and those that will be a project expense.

**5. Methodology**

- a. Provide an estimated critical path schedule of the steps the Co-Developer will take to complete the predevelopment activities necessary to reach a financial closing for the each development phase.
- b. Provide a description of the Respondent's plans for managing the work from Predevelopment through financial closing.
- c. Provide a description of the Respondent's plans for managing the implementation of the project from financial closing through construction completion. Include Project Manager and other key staff/consultant roles and time commitments during these periods. Please note that The WEI expect that all construction management and oversight including inspection and any environmental management and oversight will be a co-Developer overhead expense and not a project expense.
- d. Provide an organizational chart showing the anticipated staffing structure of the Co-Developer and other Team Members.

## 6. Financial Capacity and References

Demonstrate financial capacity to complete the project, including component phases, and provide guarantees.

- a. Attach two (2) concurrent years of the firm's most recent audited or Certified Public Accountant prepared **financial statements** for the Co-Developer. The statements must include an Income Statement as well as a Balance Sheet showing assets, liabilities, and net worth of the entity.
- b. Provide a minimum of four (4) references for the Co-Developer. References must be relevant to the scope of work as anticipated in this RFP.

## 7. BIPOC/ MBE/WBE/Local Contracting Plan

The response must include a discussion of the approach and methods your team will utilize to assure significant employment of BIPOC, MBE/WBE, and local participants. The response must indicate that the Co-Developer will require all contractors and subcontractors to utilize appropriate apprenticeship programs when available as a means to these objectives.

Identify the extent to which BIPOC, MBE/WBE, and local businesses are included in the development team. Describe prior development experience utilizing BIPOC, MBE/WBE, and local businesses in sufficient detail to reveal the team's history and allow an assessment of the level and quality of effort.

## PART VI - EVALUATION CRITERIA

Each submission will be evaluated based on its responsiveness to this RFP and primarily per the Evaluation Criteria in the following table. Respondents are required to respond thoroughly to each of the following evaluation factors, with a focus on providing answers that are both clear and concise. In its sole discretion, EDLI will select the Respondent whose proposal is in the best interest of EDLI.

<b><i>Evaluation Factors</i></b>
<p><b>Co-Developer and Team Experience</b></p> <p>The degree to which the Respondent's Team demonstrates:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> Successful, recent experience in the planning, development, construction, and management of mixed-finance, mixed-income development projects of comparable size and complexity, including public housing and project-based subsidized units.</li><li><input type="checkbox"/> Quality of references provided.</li></ul>



<p><b>Key Staff Experience</b></p> <p>The degree to which Respondent demonstrates that the Co-Developer's assigned staff and its team members have significant successful experience in their respective disciplines as required for the planning, development, and operation of mixed-finance developments of comparable size and complexity.</p>
<p><b>Key Business Terms</b></p> <p>The degree to which the Respondent's proposed Key Business Terms provide the best value for EDLI and represent a willingness of the Respondent to contribute towards the success and viability of the Project.</p>
<p><b>Methodology</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The methodology provided by the Respondent indicates their knowledge of the steps and timeframes necessary for implementing mixed-finance projects.</li> <li><input type="checkbox"/> The methodology demonstrates the capacity to complete tax credit applications successfully.</li> <li><input type="checkbox"/> The methodology includes an approach that effectively uses public and private resources and provides the most beneficial terms for EDLI.</li> </ul>
<p><b>Financial Capacity and References</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The overall financial strength of the Co-Developer <ul style="list-style-type: none"> <li>1. Quick Ratio</li> <li>2. Current Ratio</li> <li>3. Debt to equity ratio.</li> </ul> </li> <li><input type="checkbox"/> Contribution of Co-Developer</li> <li><input type="checkbox"/> Demonstrate ability to bring financial resources to leverage dollars (Review of financial statements)</li> </ul> <p>The financial capacity (as Co-Developer and provider of guarantees) as evidenced by financial statements, the firm's most recent audit and bank references, and the Co-Developer discussion of how it intends to honor all guarantees should the need arise.</p>
<p><b>MBE/WBE/BIPOC Employment and Contracting Plan</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The extent to which MBE/WBE/BIPOC-led businesses are included on the Co-Developer's Team.</li> <li><input type="checkbox"/> Level and quality of previous experience utilizing MBE/WBE/BIPOC businesses.</li> </ul> <p>The degree to which the Co-Developer's Team demonstrates its commitment to ensuring that LISC NY MBE/WBE/BIPOC goals are met or exceeded.</p>

The establishment, application, and interpretation of the above Evaluation Factors shall be solely within the discretion of EDLI. **However, EDLI reserves the right to determine the suitability of proposals based on all these factors.**

## **PART VII- SELECTION PROCESS**

### **QUALIFICATIONS EVALUATION/CONTRACT AWARD**

The evaluation process and qualifications will be evaluated by EDLI's in conjunction with LISC NY at their sole and absolute discretion based primarily on the criteria below. In addition, EDLI in conjunction with LISC NY at their sole discretion may conduct evaluations/ presentations/ interviews or other discussions with the Respondents in the initial competitive range.

EDLI in conjunction with LISC NY may select one or more Respondents to proceed to contract negotiations.

Contract award may be subject to approval by EDLI Board of Directors or Governing Body and LISC NY.

### **CANCELLATION OF RFP**

EDLI reserves the right to cancel this RFP or to reject, in whole or in part, all submissions received in response to this RFP upon its determination to be in the best interest of EDLI. EDLI further reserves the right to waive any minor informality in any submissions. The decision as to who shall receive a contract award, or whether an award shall be made because of this RFP, shall be at EDLI's sole discretion.

## **INFORMATIONAL**

## Attachment A - Site Map

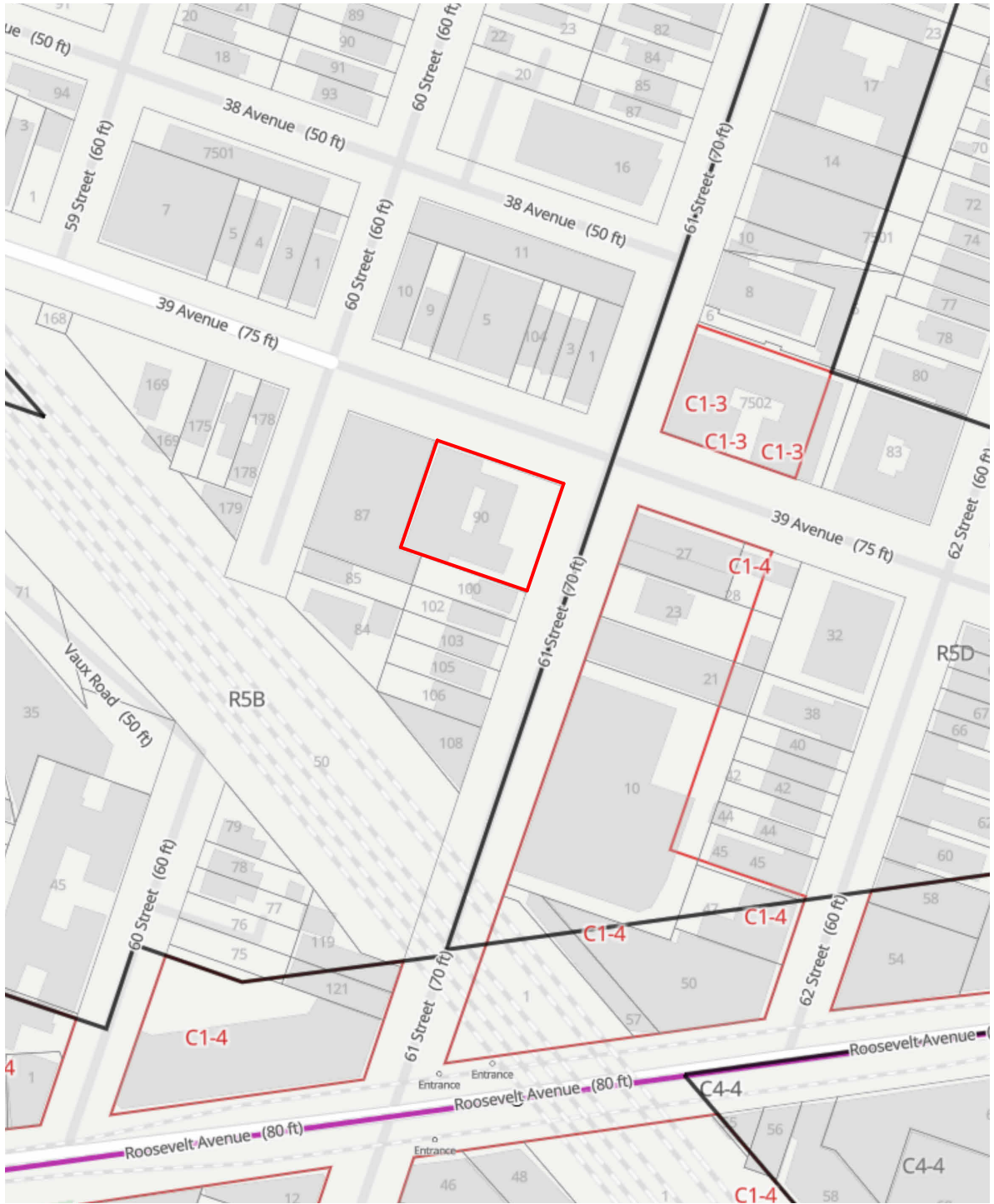


## Site Map

39-04 61st Street, Queens, NY

## Attachment B - Concept Plan

## Option A

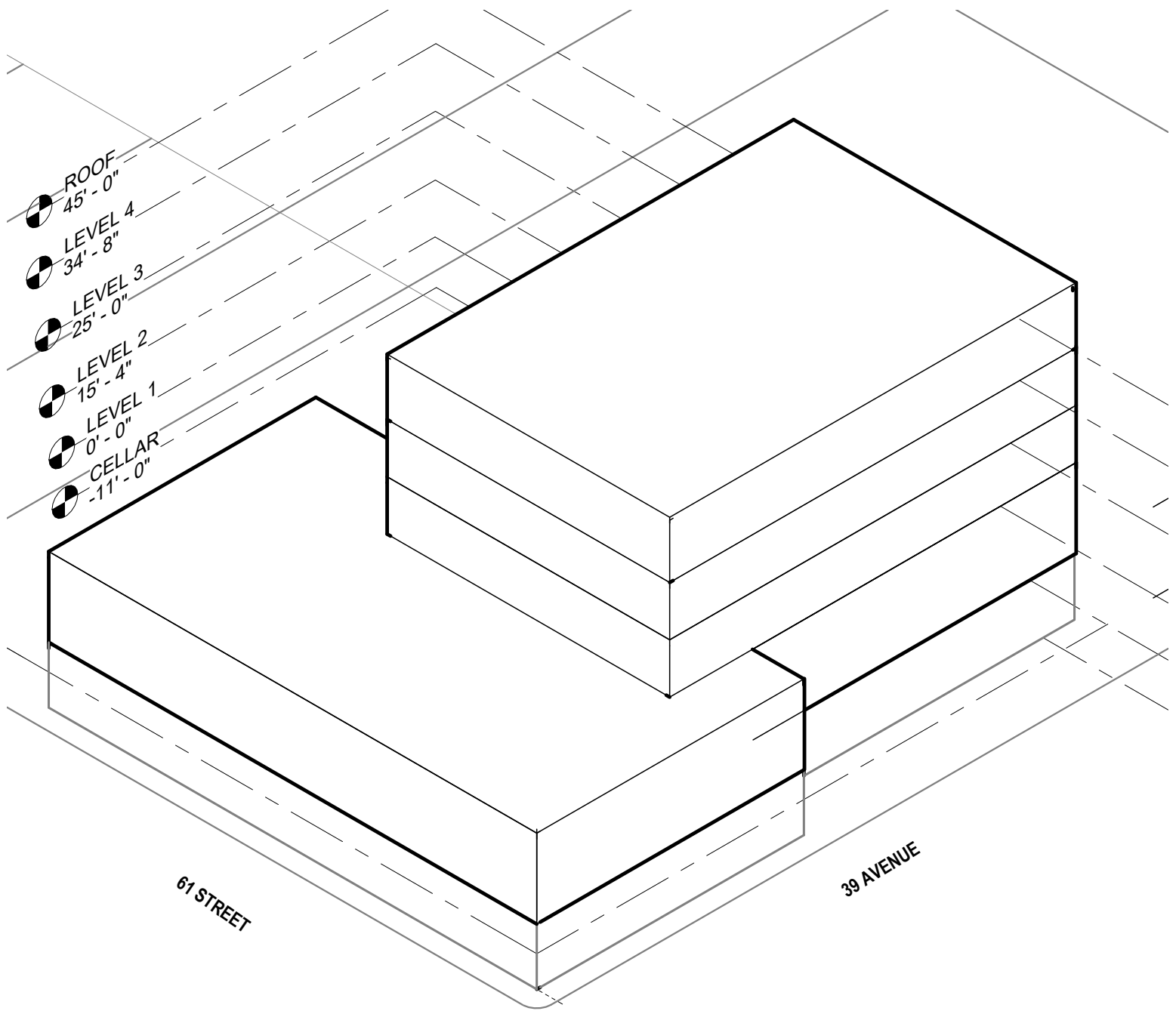


SCHEME 1.3  
AS-OF-RIGHT  
SITE PLAN

LISC  
EPISCOPAL DIOCESE OF LONG ISLAND  
39-04 61ST STREET  
12/15/2023  
3/32" = 1'-0"

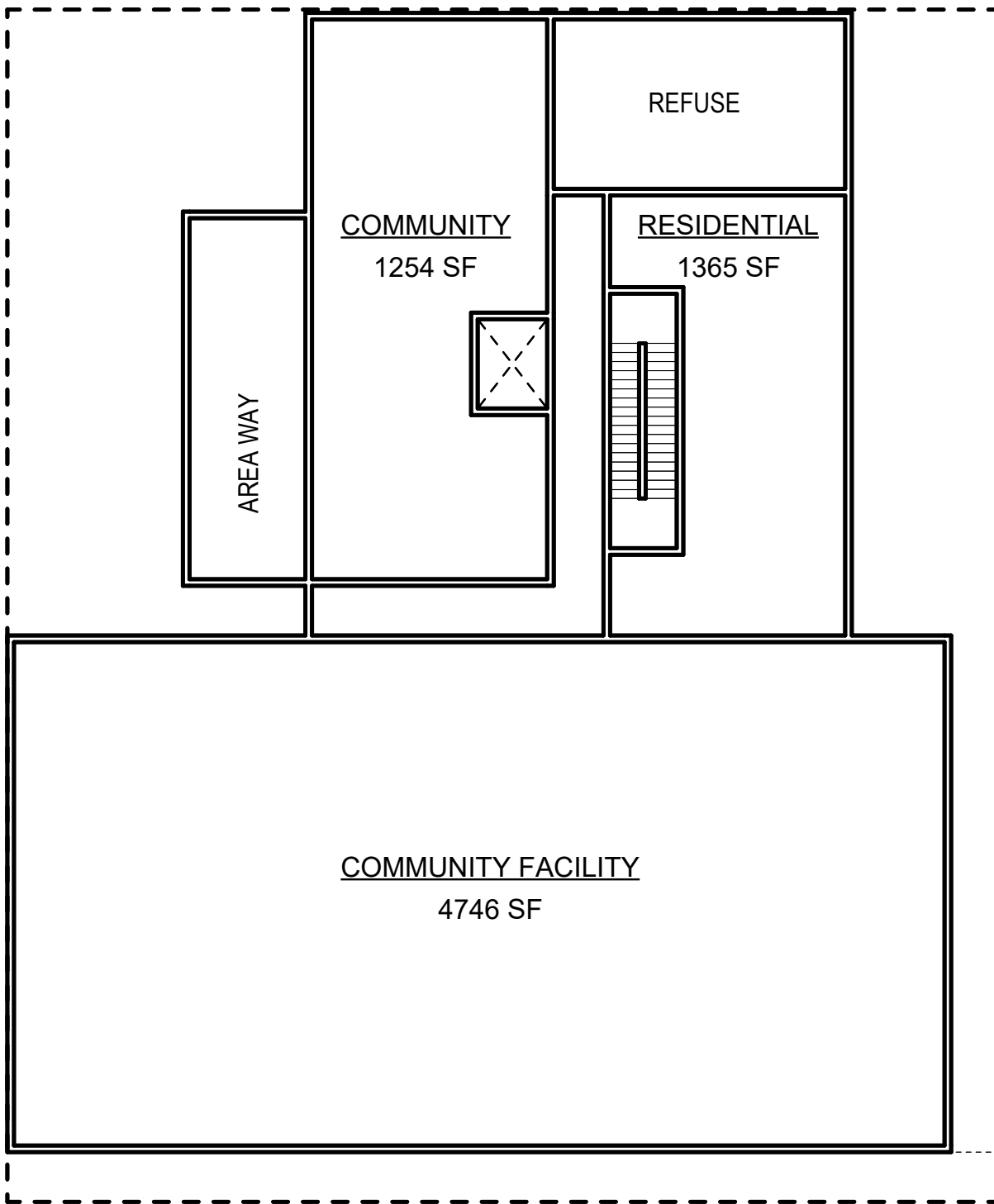






SCHEME 1.3  
AS OF RIGHT

LISC  
EPISCOPAL DIOCESE OF LONG ISLAND  
LOT 90  
3D AXON  
39-04 61ST STREET  
12/15/2023

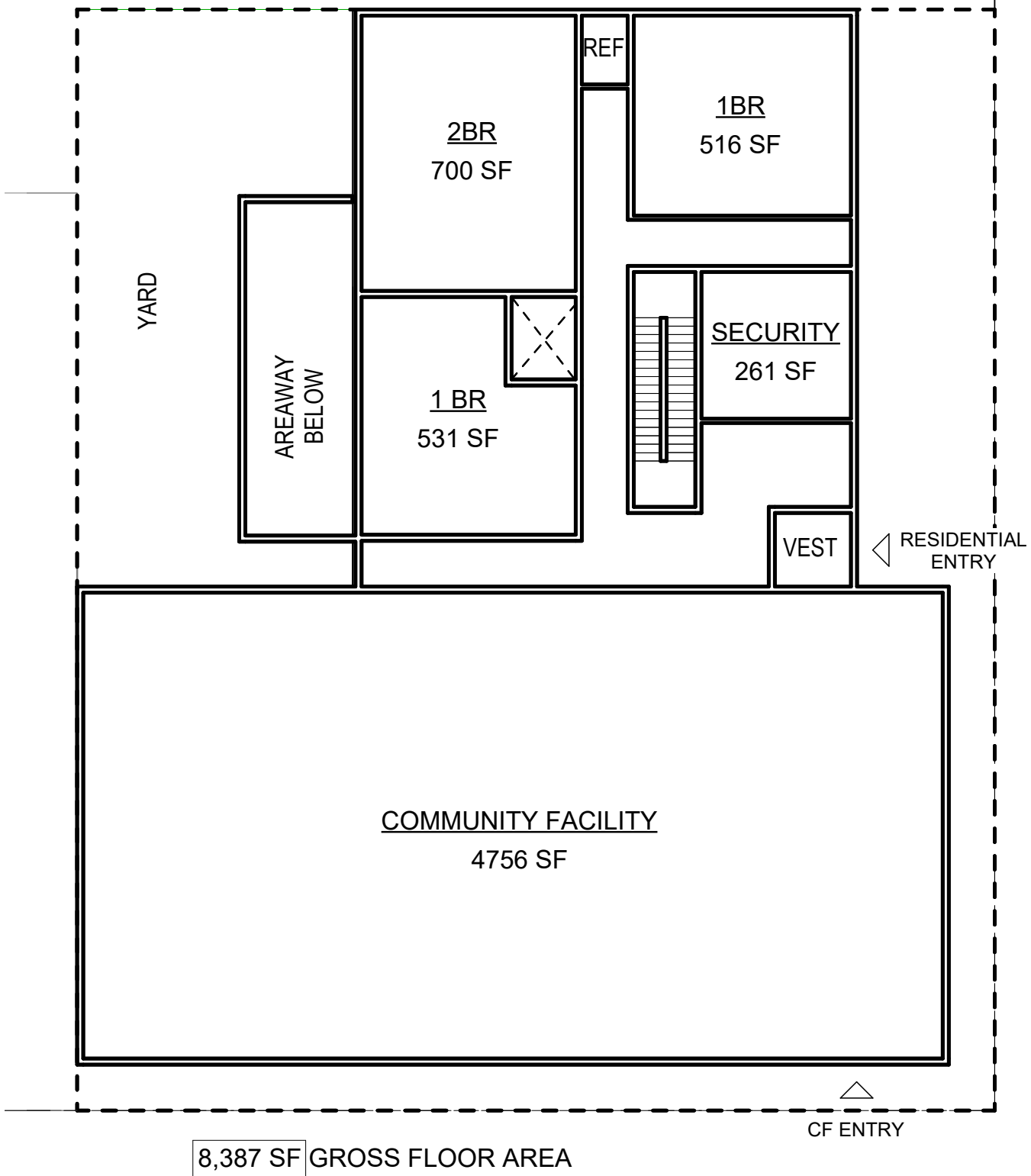


8,387 SF GROSS FLOOR AREA

SCHEME 1.3  
AS-OF-RIGHT  
CELLAR FLOOR PLAN  
LISC

EPISCOPAL DIOCESE OF LONG ISLAND  
39-04 61ST STREET  
12/15/2023  
1/16" = 1'-0"





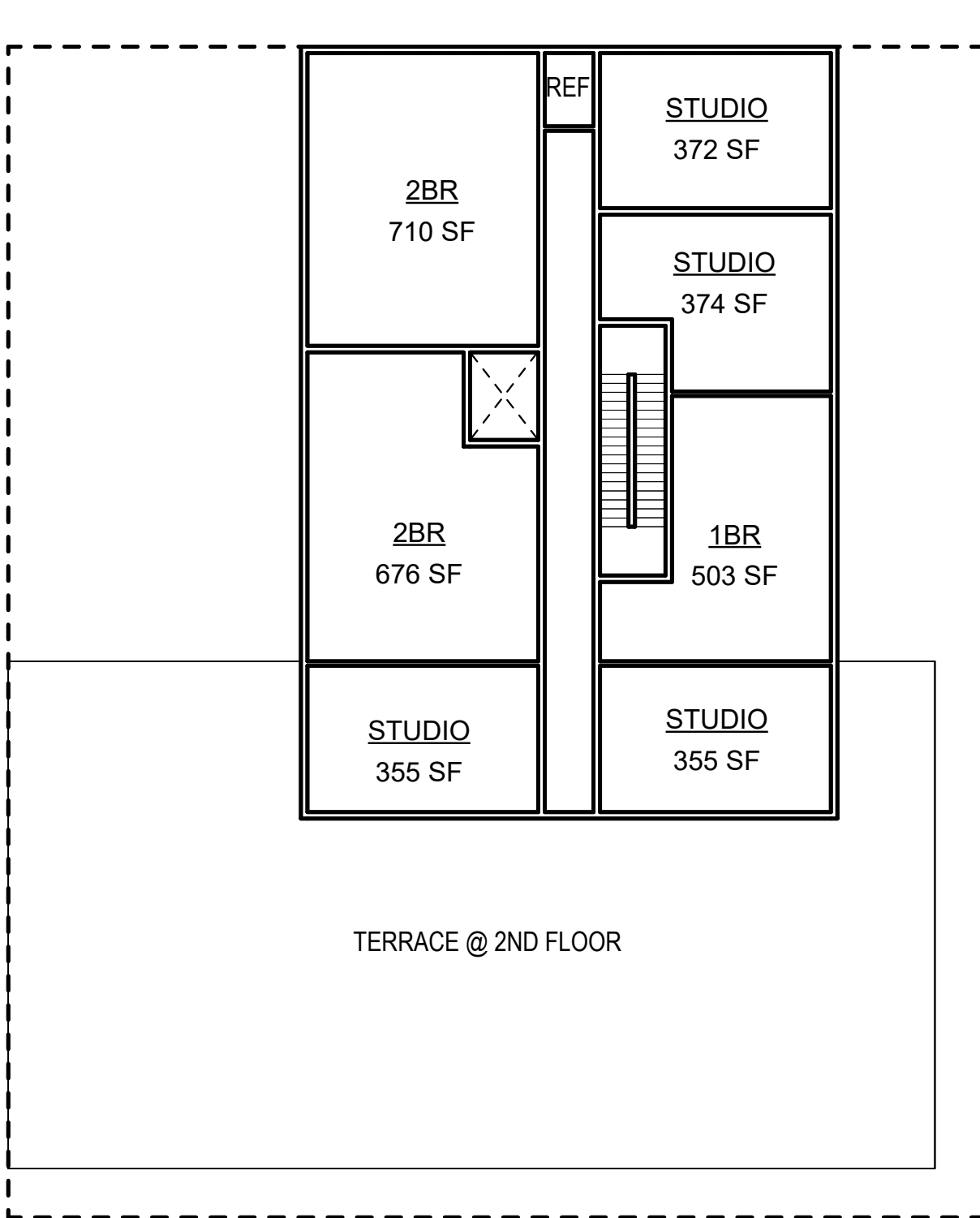
SCHEME 1.3  
AS-OF-RIGHT WITH AIRS  
FIRST FLOOR PLAN

LISC

EPISCOPAL DIOCESE OF LONG ISLAND  
39-04 61ST STREET

12/15/2023  
1/16" = 1'-0"





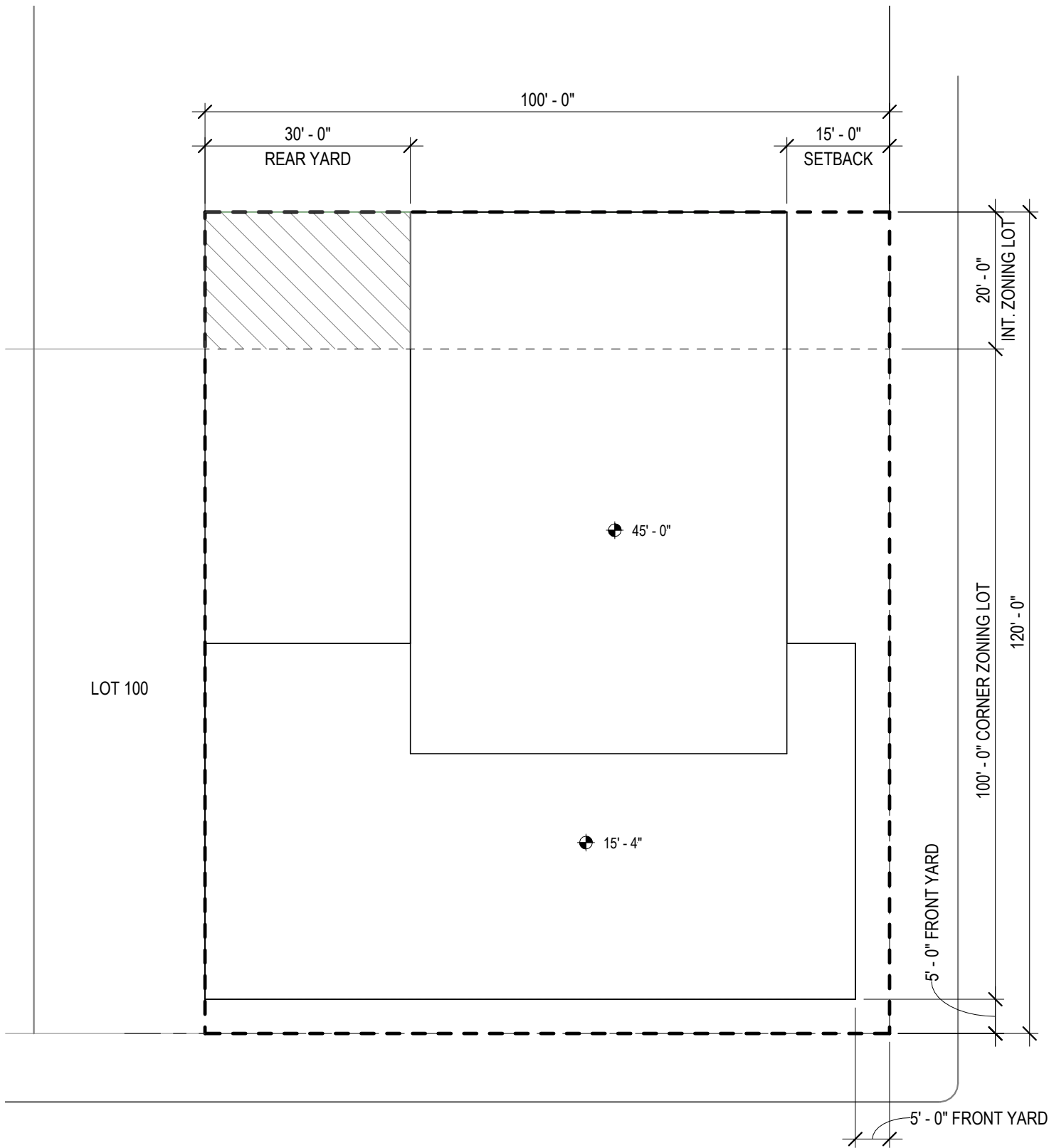
4,352 SF GROSS FLOOR AREA

TERRACE @ 2ND FLOOR

SCHEME 1.3  
 AS-OF-RIGHT  
 2ND AND 3RD FLOOR PLAN  
 LISC

EPISCOPAL DIOCESE OF LONG ISLAND  
 39-04 61ST STREET  
 12/15/2023  
 1/16" = 1'-0"





LOT 100

100' - 0"

30' - 0"  
REAR YARD

15' - 0"  
SETBACK

45' - 0"

15' - 4"

20' - 0"  
INT. ZONING LOT

100' - 0" CORNER ZONING LOT  
120' - 0"

39 AVENUE

5' - 0" FRONT YARD

5' - 0" FRONT YARD

61 STREET

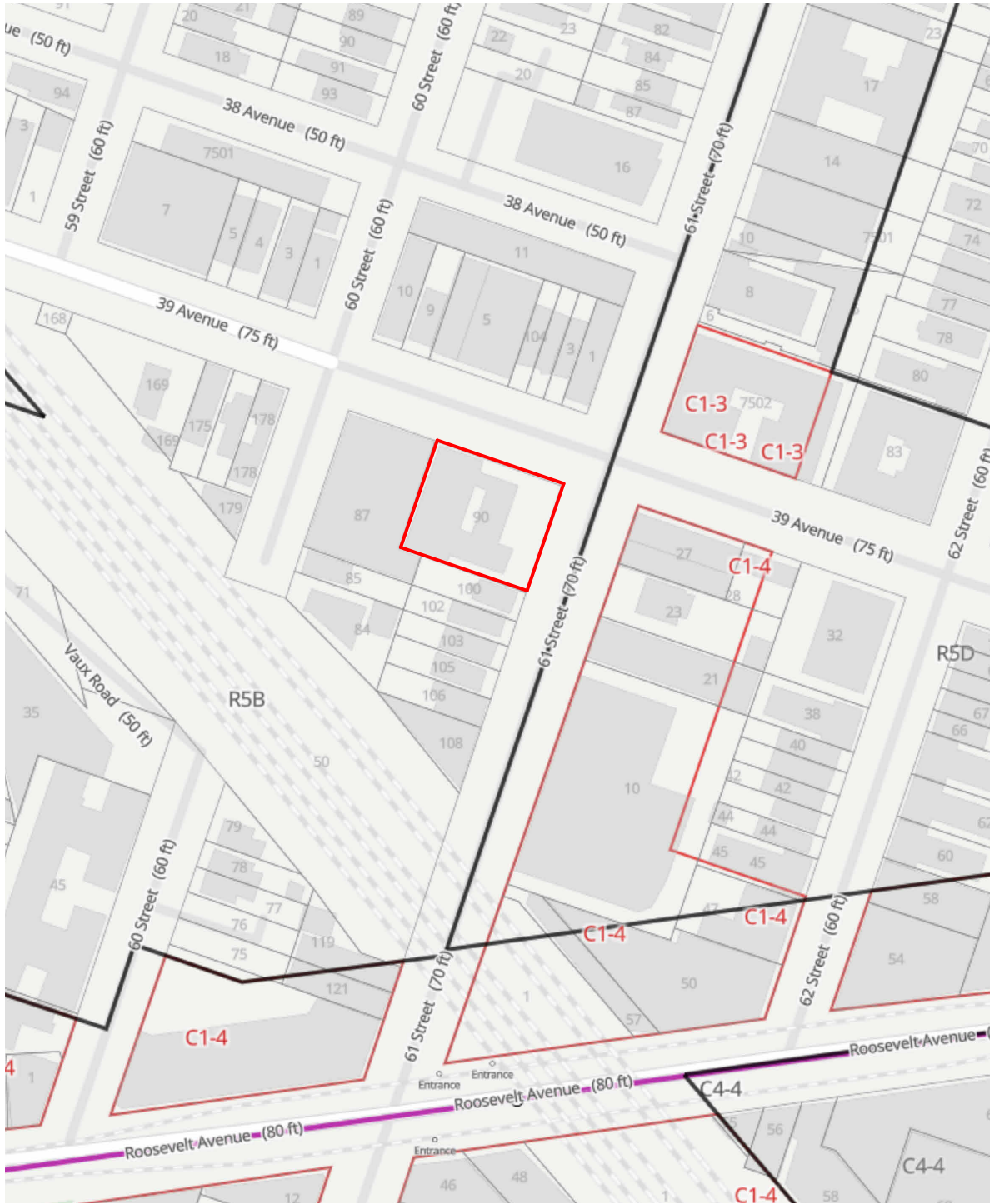
SCHEME 1.3  
AS-OF-RIGHT  
ZONING LIMITS  
LISC

EPISCOPAL DIOCESE OF LONG ISLAND  
39-04 61ST STREET  
12/15/2023  
1" = 20'-0"



**ESKW/Architects**

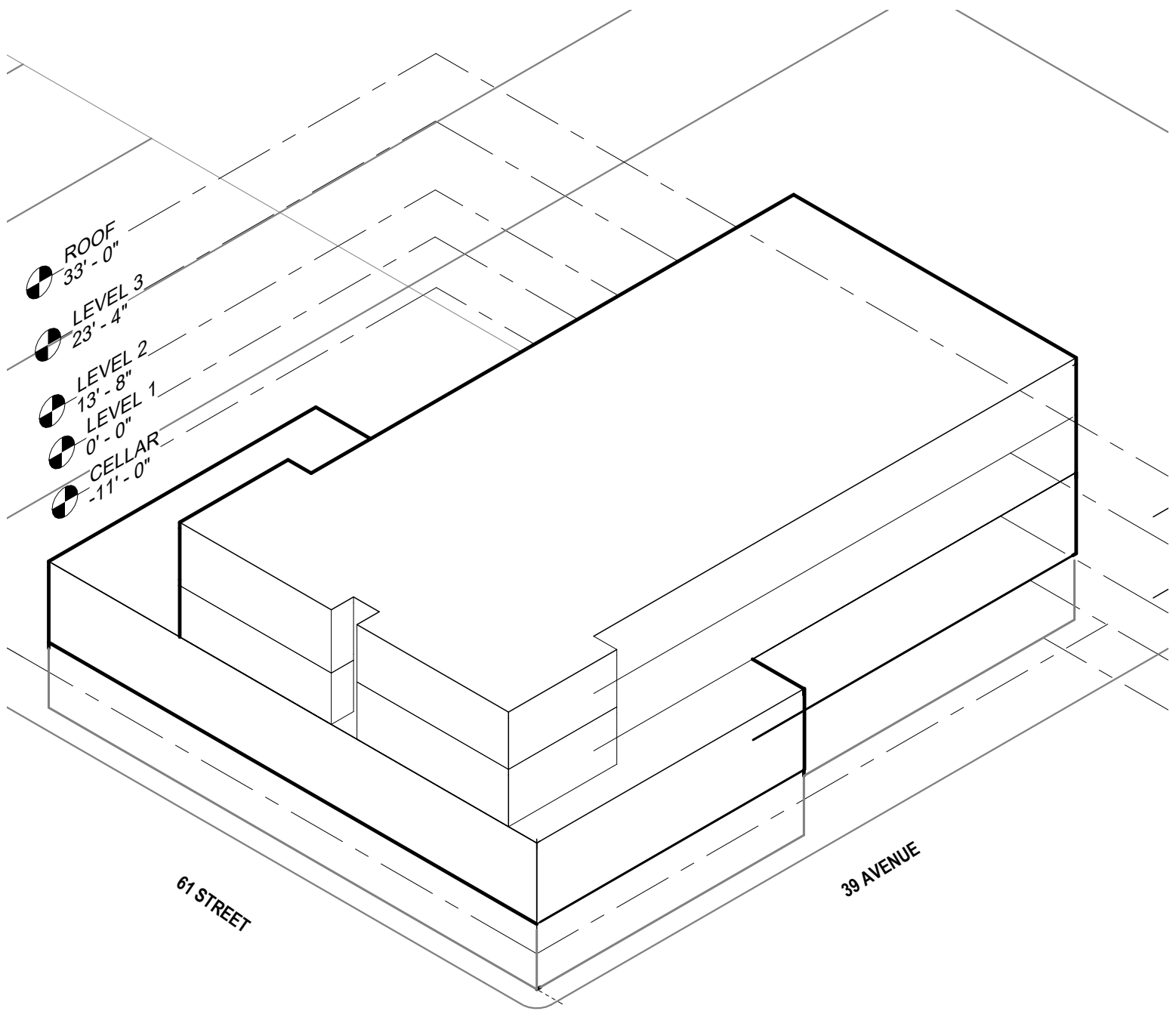
Option B



SCHEME 1.4  
 3-STORY AS-OF-RIGHT  
 SITE PLAN

LISC  
 EPISCOPAL DIOCESE OF LONG ISLAND  
 39-04 61ST STREET  
 12/18/2023  
 3/32" = 1'-0"

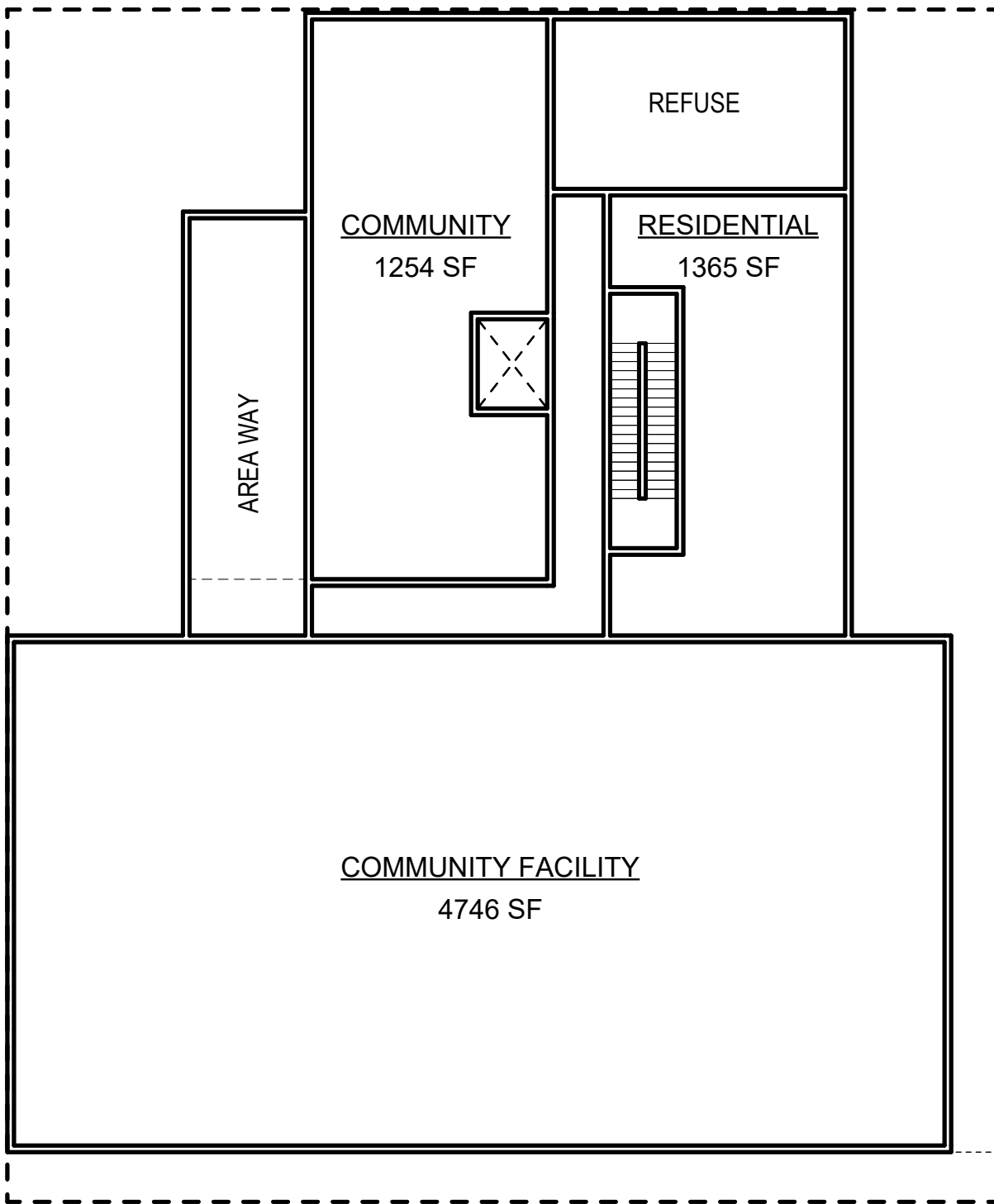




SCHEME 1.4  
3-STORY AS-OF-RIGHT

LISC  
EPISCOPAL DIOCESE OF LONG ISLAND  
LOT 90  
3D AXON  
39-04 61ST STREET  
12/18/2023



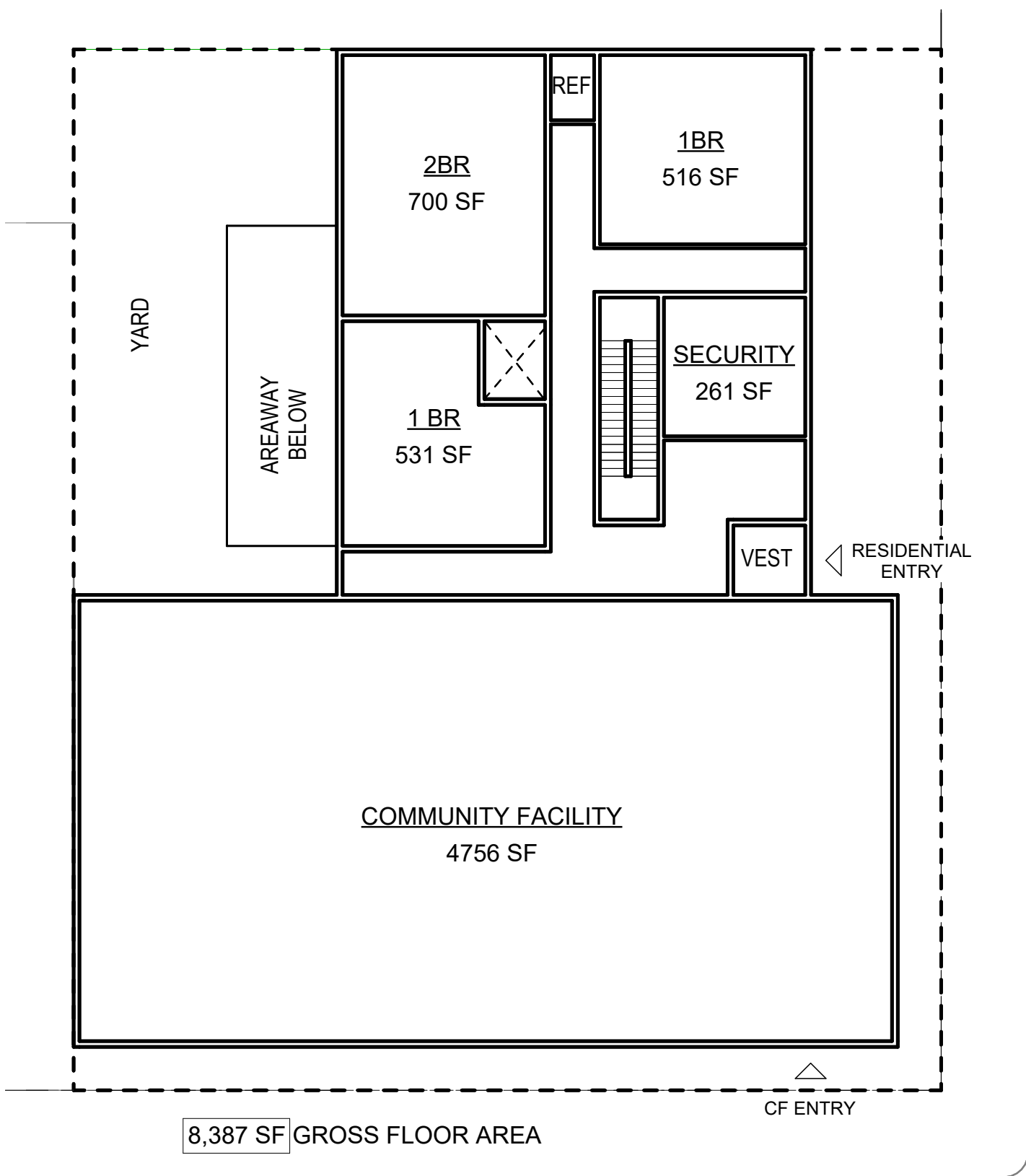


8,387 SF GROSS FLOOR AREA

SCHEME 1.4  
3-STORY AS-OF-RIGHT  
CELLAR FLOOR PLAN  
LISC

EPISCOPAL DIOCESE OF LONG ISLAND  
39-04 61ST STREET  
12/18/2023  
1/16" = 1'-0"

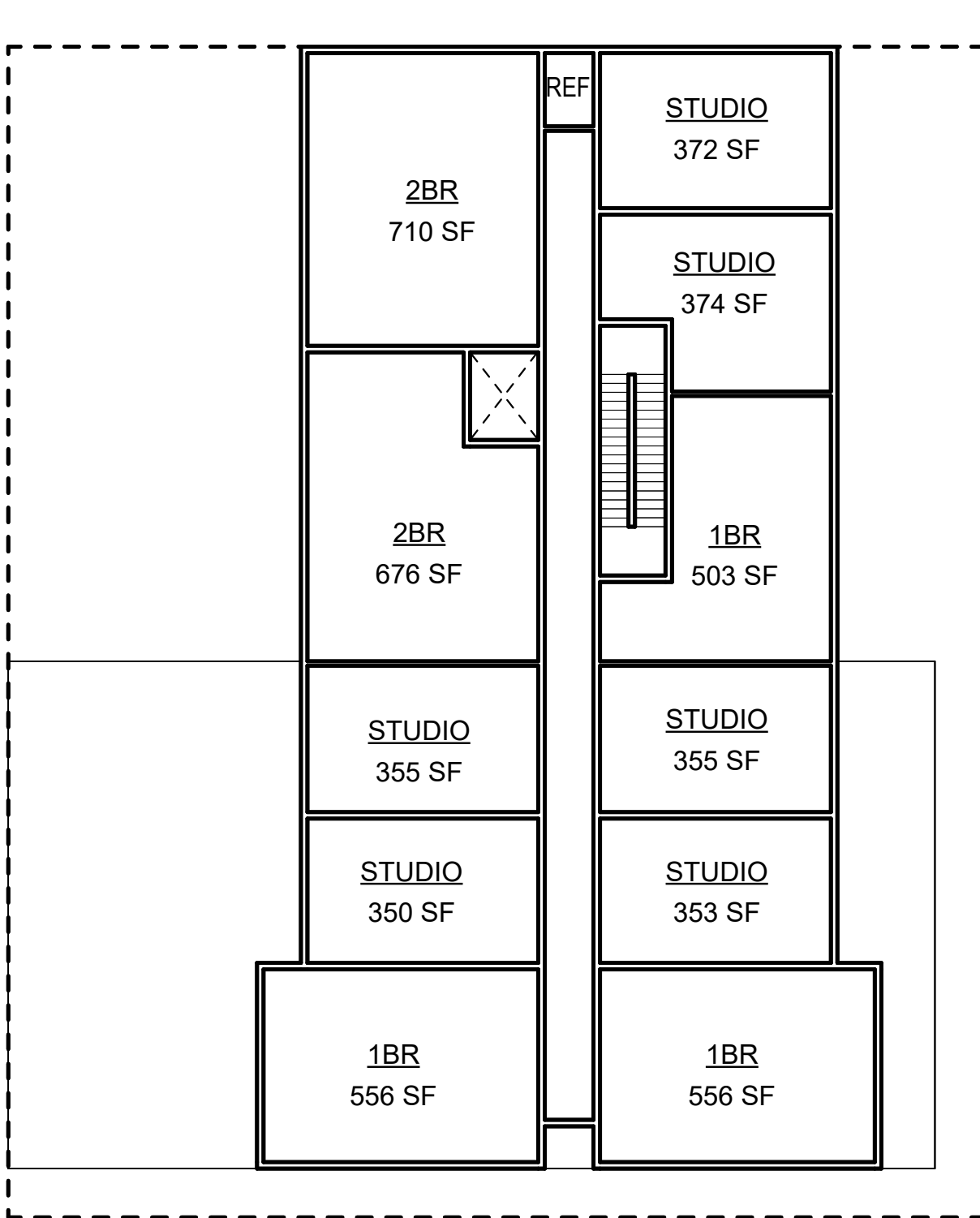




SCHEME 1.4  
 3-STORY AS-OF-RIGHT  
 FIRST FLOOR PLAN  
 LISC

EPISCOPAL DIOCESE OF LONG ISLAND  
 39-04 61ST STREET  
 12/18/2023  
 1/16" = 1'-0"



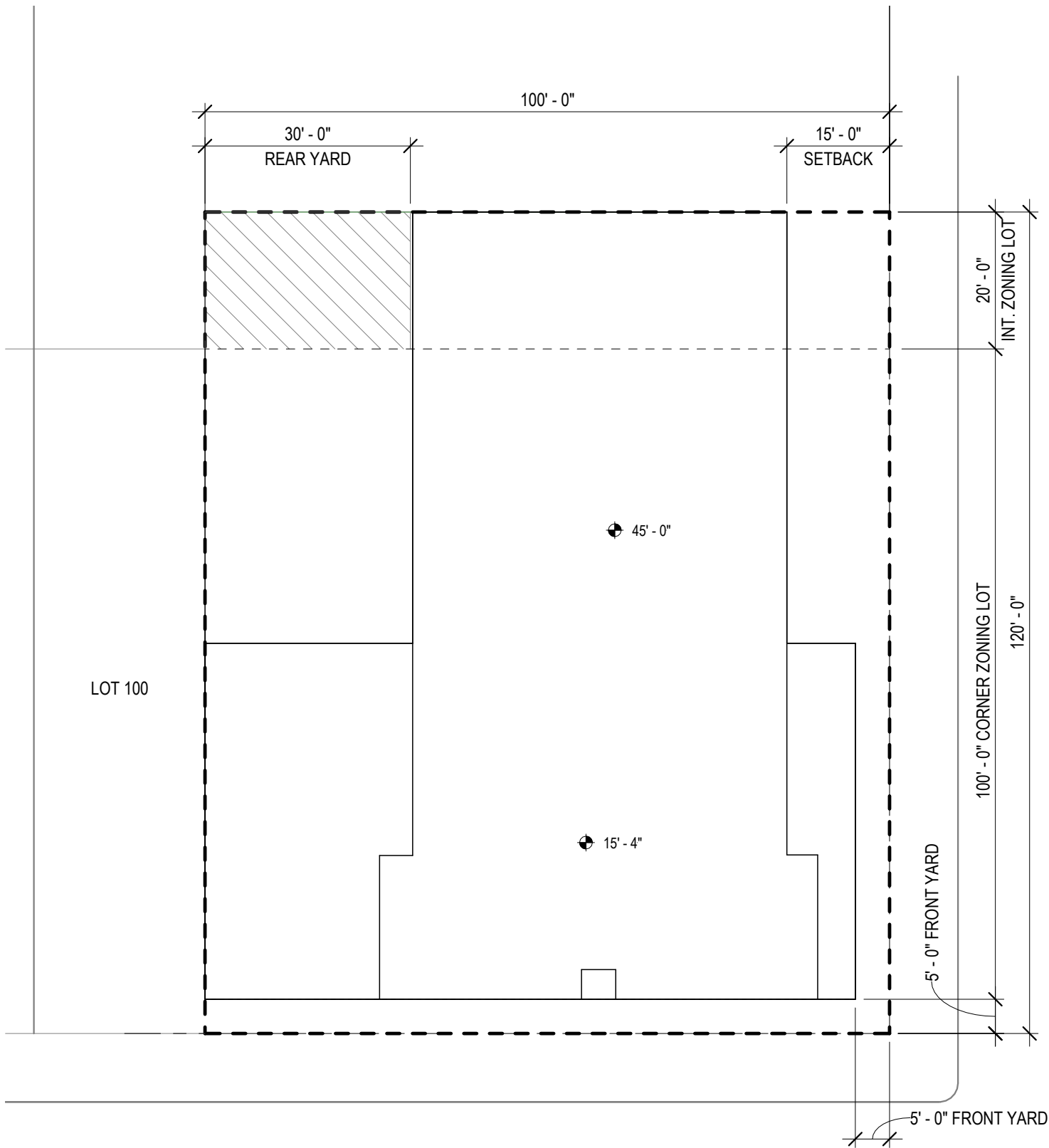


6,493 SF GROSS FLOOR AREA

SCHEME 1.4  
 3-STORY AS-OF-RIGHT  
 2ND AND 3RD FLOOR PLAN  
 LISC

EPISCOPAL DIOCESE OF LONG ISLAND  
 39-04 61ST STREET  
 12/18/2023  
 1/16" = 1'-0"





LOT 100

100' - 0"

30' - 0"  
REAR YARD

15' - 0"  
SETBACK

20' - 0"  
INT. ZONING LOT

45' - 0"

15' - 4"

100' - 0" CORNER ZONING LOT  
120' - 0"

39 AVENUE

5' - 0" FRONT YARD

5' - 0" FRONT YARD

61 STREET

SCHEME 1.4  
3-STORY AS-OF-RIGHT  
ZONING LIMITS  
LISC

EPISCOPAL DIOCESE OF LONG ISLAND  
39-04 61ST STREET  
12/18/2023  
1" = 20'-0"



## **Attachment C - Insurance Requirements**

## **Sub Section: 5.11 HCR Insurance Requirements**

The insurance requirements discussed below apply to all funded projects with the following exceptions: (i) with regard to HDF's Program projects, the insurance requirements set forth here apply only to HDF interim acquisition and construction loans; and, (ii) projects financed solely under the LIHTC/SLIHC programs are not required to comply with any of the insurance requirements set forth herein. Applicants (and their contractors and architects) are required to maintain appropriate insurance coverage during the development of the project as specified below. For projects using HCR funds for construction financing, or where HCR has an existing regulatory interest in the project, evidence of the required insurance during construction must be submitted prior to the construction closing as part of the Construction Loan Closing submission.

### **5.11.01 Insurance Requirements for Applicants Title Insurance**

- insuring DHCR/HTFC's interest as mortgagee in the maximum amount of the DHCR/HTFC financing to be provided;
- required for all projects in which a mortgage securing the DHCR/HTFC financing is required;
- property description must match a survey certified to DHCR/HTFC, the applicant and the title insurance company (survey must plot the proposed project and all existing easements);
- insurance policy must be delivered at or before closing insuring DHCR/HTFC's interest in the property, free and clear of all liens, encumbrances, and restrictions except as may have been previously approved and including all required endorsement which include:
  - o Environmental Protection Lien (for State Agencies) (8.1);
  - o ALTA 9 (if affirmative coverage is not available);
  - o Tax Parcel (for NYC projects or where more than one tax parcel is involved);
  - o Land Same As Survey;
  - o Condominium/Cooperative (if applicable); o Leasehold (if applicable); and,
  - o Additional endorsement(s) deemed necessary by HTFC Office of Legal Affairs. All Insurance, as required below, must include:
    - evidence that the insurer will not modify the policy adversely to the interests of any mortgage on the premises or cancel any policy without the minimum notice requirements set forth in Section 3426 of the NYS Insurance law; and,

- DHCR/HTFC and the State of New York to be named as additional insured and certificate holders. Liability Insurance Comprehensive General Liability:

- monetary limits of not less than \$1,000,000 for each occurrence with Hazards including contractual liability and completed operations, and,
- contractual coverage.

#### Property Insurance

- monetary limits commensurate with the project's 100% insurable replacement value; and,
- Builder's Risk Form - All Risk Coverage.
- "Any Auto" automobile coverage in a minimum amount of 1 million;
- to cover vehicles owned and/or operated by the applicant; or,
- coverage for owned (if applicable), hired and non-owned vehicles, accompanied by a letter on letterhead stating that if autos are purchased that insurance coverage will be immediately changed to "any auto."

#### Blanket Position Fidelity Dishonesty Bond

- amount of coverage equal to the amount of the largest anticipated disbursement; and,
- DHCR/HTFC and State of New York as sole/joint payee/obligee.

#### Workers' Compensation and Disability Benefits Insurance

- Must be provided by the employer for all employees performing work related to the project; and,
- If no employees, a certification that this coverage is not presently required (form CE200 which can be obtained on the Workers' Compensation Board website).

Flood Insurance If, according to the best available data, the improvements, or any portion thereof, at the project site are located within a Special Flood Hazard Area, flood insurance is required in an amount equal to the replacement cost of the structure or the maximum limit of coverage made available under the National Flood Insurance Program, whichever is less.

#### **5.11.02 Insurance Requirements for Builders Under Direct Contract with Applicants Liability Insurance**

##### Comprehensive General Liability:

- monetary limits of not less than \$1,000,000 for each occurrence;

- contractual coverage; and,
- applicant to be named as additional insured.
- monetary limit to cover cash value of completed work on the project; and,
- DHCR/HTFC and State of New York as mortgagee/loss payee (as applicable).

**Automobile Liability Insurance Liability:**

- “Any Auto” automobile coverage in a minimum amount of 1 million;
- to cover vehicles owned and/or operated by the applicant; or,
- coverage for owned (if applicable), hired and non-owned vehicles.

**Workers' Compensation and Disability Benefits Insurance**

- Must be provided by the employer for all employees performing work related to the project; and,
- If no employees, a certification that this coverage is not presently required (form CE200 which can be obtained on the Workers’ Compensation Board website).

**Performance and Payment Bond(s)**

- coverage for 100% of value of construction contract; and,
- applicant and DHCR/HTFC and State of New York as obligees/loss payees.

**5.11.03 Project Architect's Insurance**

Project architects are required to meet the applicable insurance coverage parameters specified below. The project architect must furnish HCR with Certificates of Insurance for projects receiving construction financing from HCR. If a project architect does not carry professional liability insurance, project professional liability insurance coverage may be carried in lieu of blanket coverage. Coverage should extend from the date of the Owner/Architect Agreement to one year after the substantial completion of the project. All certificates of insurance must contain evidence that the insurer will not modify the policy adversely to the interests of any mortgagee of the premises or cancel any policy without the minimum notice requirements set forth in Section 3426 of the NYS Office of Finance and Development Capital Programs Manual

DHCR/HTFC and State of New York would need to be named as additional insured for any projects with an HCR construction loan.

**Comprehensive General Liability Insurance**

- with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate; and,



- the project architect agrees to defend, indemnify, and hold harmless the additional insureds as stated above from damages, causes of action and legal proceedings arising out of the operations and completed operations of the project architect to the services provided under this contract. Professional Liability Insurance
- in the amount of \$1,000,000 per claim and \$1,000,000 aggregate;
- the policy must include Contractual Liability coverage;
- the coverage shall remain in force without diminution for three years after completion of the project architect contract; and,
- The permanent lender on HDF Program projects must certify that architect's liability insurance is an eligible expense.

#### Workers Compensation and Disability Benefits

- Must be provided by the employer for all employees performing work related to the project; and,
- If no employees, a certification that this coverage is not presently required (form CE200 which can be obtained on the Workers' Compensation Board website).

## **Exhibit A - Disclosure Certification**

## **RESPONDENT'S DISCLOSURE CERTIFICATION**

All Respondents responding to this Solicitation must submit a Respondent Disclosure Certification. This certification must be completed accurately and notarized. If a financial or personal interest exists (i.e., if you answer yes to any questions. Respondents must make a full and separate disclosure as described in the Financial Interest Disclosure section of this Respondent Disclosure Certification.)

For the purposes of this Respondent Disclosure Certification, the following terms shall have the following meanings defined below:

Co-Developer Employee means any person who works for Co-Developer full-time, part-time, temporary or contract employee. Current means as of the date the disclosure is made. Former means within the last 12 months from the date of this disclosure. Immediate Family Member means, spouse, mother, father, brother, sister, child (whether related as "half" relative. e.g., half-brother or stepchild) partner or a significant other living in the same household. Public Official means any public official, member of a local governing body or State or local legislator, members of a delegate to the Congress of the USA.

Please respond to each question by checking the applicable response. If your answer is "Yes" to any question, please see the Financial or Personal Interest Disclosure section.

### **CO-DEVELOPER EMPLOYEE ISCLOSURES**

- (1) Do you employ a current or former employee of immediate family member of a current or former employee of EDLI? Yes No
- (2) Do any current or former EDLI employees or immediate family members of current or former EDLI employees have a direct or indirect interest in your business? Yes No

### **EDLI BOARD OF DIRECTOR DISCLOSURES**

- (3) Do you employ current or former officers or members of EDLI's Board of Directors or any immediate family members of the Board of Directors? Yes No
- (4) Are you or any person employed by your business current officers or members of EDLI's Board of Directors? Yes No
- (5) Do any current officer or member of EDLI's Board of Commissioners or immediate family members or current or former members of EDLI's Board of Directors have a direct or indirect interest in your business? Yes No

### **PUBLIC OFFICIAL'S DISCLOSURES**

- (6) Do you employ current or former public officials or any immediate family members of public officials? Yes No
- (7) Do any current or former public officials have a direct or indirect interest in your business? Yes No

I \_\_\_\_\_, an officer authorized to make this certification on behalf of the Respondent, \_\_\_\_\_, hereby certify and swear that the information provided above regarding the Respondent is true and correct as of the date of this Certification is made and that the Respondent has no known conflicts of interest or personal or financial interests in this Solicitation.

I understand that Respondent is responsible for updating this information and providing all disclosures to EDLI as soon as such information is discovered by Respondent or as soon as such information should have been discovered by the Respondent.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Sworn to and subscribed  
Before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_

**FINANCIAL OR PERSONAL INTEREST DISCLOSURE**

Respondents having a financial, contractual, organizational, or personal interest in this Solicitation or subsequent Contract shall make an immediate, full, and complete disclosure in writing to the President or Chief Executive Officer of EDLI, in the form of a Disclosure Statement.

Any Disclosure Statement must be presented on the Respondent’s letterhead, notarized, and signed by the individual making the disclosure. If applicable, provide the following information on the Disclosure Statement:

- Describe the nature of the interest (personal/financial)
- Names of individuals involved/associated with EDLI and Co-Developer
- Title of individuals named above
- Relationships
- Value of financial interest
- Type of involvement (principal, officer, employee, etc.)
- Names and address of business
- Social Security number or TIN



**Exhibit B - Non-Collusive Affidavit**

**FORM OF NON-COLLUSIVE AFFIDAVIT**

**AFFIDAVIT**  
**(Prime Bidder)**

**State of**

**SS**

County of \_\_\_\_\_

\_\_\_\_\_ being first duly  
sworn, deposes and say that:

1. He/she is (owner, partner, officer, representative or agent) of \_\_\_\_\_

\_\_\_\_\_ the party making the foregoing proposal or bid; foregoing  
proposal or bid;

2. He/she is fully informed respecting the preparation and contents of the attached proposal or bid and all circumstances regarding the same;
3. Said proposal or bid is genuine and is not a collusive or sham proposal or bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties-in-interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid or proposal in connection with the contract for which the attached with said contract, or has in any manner, directly or indirectly, sought by agreement or collusive or communication or conference with any other bidder, firm or person to fix the price or prices in the attached proposal or bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price of this or any other bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Housing Authority of the City of New Britain or any person interested in the proposed contract

- 5. The price or prices quoted in the attached proposal or bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of this Bidder or any of its agents, representatives, owners, employees, or parties-in-interest, including this affiant and
  
- 6. All statements in said proposal or bid are true.

(Signed)\_\_\_\_\_

(Title)\_\_\_\_\_

Subscribed and sworn to before me

This\_\_\_\_\_day of\_\_\_\_\_2022

Notary Public

My commission expires\_\_\_\_\_ 20\_\_



## **Exhibit C - Residential Development Experience Worksheet**

**EXHIBIT C: RESIDENTIAL DEVELOPMENT EXPERIENCE CHART**

**List previous development experience of applicant, principal of applicant, and sponsor/developer in this table. Do not include the project referenced in this application.**

**ROLE IN PROPOSED PROJECT:**

City	State	Legal Entity Name of the Project's Owner	Role <sup>1</sup>	Type <sup>2</sup>	# of Units	# of Tax Credit Units	Tax Credit Allocating Agency	9% of 4% Tax Credits	Construction Start Date	Status <sup>3</sup>	Name of Gov't Program	Is the Project in Default of Any Kind? <sup>4</sup>

**Role<sup>1</sup>: Indicate the role played in the development of each property listed above.**

**Type<sup>2</sup>**

**Status<sup>3</sup>**

**Default<sup>4</sup>**

GP = General Partner/Developer	R = Rehabilitation	IN = In construction (indicate % completed)	W = Water / Sewer
GC/CM = General Contractor/Construction Manager	NC = New Construction	PC = Pre-Construction	T = Taxes
F = Provided Financing or Limited Partner	CLC = Construction Loan Closed	PD = Pre-Development	M = Mortgage (including any arrears)
C = Development Consultant	PLC = Permanent Loan Closed	CC = Construction Completed	O - Other (specify)

## **Exhibit D - Key Business Terms**

**NYLOP CO-DEVELOPER TERM SHEET**

Instructions: Responses will be evaluated based on the following terms. Respondent must fill in Co-Developer Name and must provide a response to every business term listed here. Use this table and additional sheets (if necessary) to provide responses. If additional sheets are provided, clearly label the Business Term being responded to and the Co-Developer responses

**CO-DEVELOPER:**

<b>Business Term</b>		<b>Co-Developer Response</b>
<b>Indemnification</b>	Co-Developer shall indemnify, defend, and hold harmless EDLI, its officials, agents, and affiliates against any liability for any suits, actions, judgments, injuries, damages, losses, or claims of any character, including attorney’s fees, arising from, or relating to the conduct, acts, or omissions of the Co-Developer, its employees, partners, or subcontractors in connection with the performance of services and obligations under the contract. The requirements of the indemnification provision shall survive the termination of the contract.	
<b>Relocation and Supportive Services</b>	Relocation (if required) and supportive services costs to be included in the project budget.	
<b>Asset Management</b>	EDLI will maintain certain oversight and monitoring responsibilities for all residential and non-residential property. To cover these costs, the Co-Developer will underwrite an asset management fee payable to EDLI following occupancy. Co-Developer may also receive an asset management fee.	

<b>Ownership Structure</b>	EDLI expects to participate in the ownership structure and serve as co-developer through an affiliate entity. Provide a proposed organizational structure and assumptions of % of ownership. EDLI will not provide guarantees.	
<b>Real Estate Tax Abatement or Exemption</b>	If assumed by Co-Developer, explain how this will be secured.	
<b>Construction Monitor</b>	Cost of EDLI construction monitor/clerk of the works to be included in the project budget.	
<b>Site Specific Plan Approvals</b>	Final site-specific plans are subject to input from community stakeholders and City of Lackawanna review.	
<b>Operating Subsidy</b>	Must comply with project-based voucher and any subsidy program’s requirements.	
<b>Co-Developer Overhead</b>	Co-Developer overhead will not be an allowable development cost.	
<b>Developer Fee</b>	<p>Co-Developer to maximize fees permitted by finance and funding sources.</p> <p>EDLI expects to earn at least 30% of earned developer fee.</p> <p>The developer fee to be paid to EDLI will be on a similar payout schedule as earned by the Co-Developer.</p>	

	Deferred developer fee on a pari passu basis.	
<b>Co-Developer</b>	EDLI to function as a co-developer.	
<b>Guarantees</b>	Co-Developer will provide all necessary and required guarantees to investors and lenders, such as completion, lease up, stabilized occupancy, etc. EDLI will not provide any guarantees typically required of developers by investors or lenders.	
<b>Financing</b>	<p>Co-Developer responsible for obtaining all financing necessary to complete the project.</p> <p>EDLI will assist in securing financing from City and other funders.</p> <p>Developer to solicit and select third party lenders and investors; EDLI expects Co-Developer to demonstrate competitive rationale for lender/investor selection; EDLI expects to review and approve the equity investor.</p> <p>All tax credit applications will be prepared by the Co-Developer and provided to EDLI for review prior to submission; the parties will establish a reasonable review period to ensure adequate time for review and discussion.</p>	
<b>Development Budget and Schedule</b>	Subject to EDLI's approval and included as an Exhibit to the MDA.	

<b>Cash Flow</b>	50/50 after all project obligations are satisfied. EDLI's share of cash flow will not be used as a source of repayment of Any EDLI note.	
<b>Third Party and Affiliated Entities</b>	Fees to the General Contractor or Construction Manager, and any affiliated entity are subject to lender/investor/regulatory agency standards for overhead, profit, and general conditions.	