

THE WOMEN'S ECONOMIC INSTITUTE

REQUEST FOR PROPOSALS FOR CO-DEVELOPER OF 1500-1610 SOUTH AVENUE, SYRACUSE, NY

Issue Date: **JANUARY 22, 2024**

Information Session: **February 1, 2024, at 2 P.M. EST**
via Zoom: Access Zoom meeting [here](#).
Passcode: MNeENY69

Questions Due Date: **February 12, 2024, at 3 P.M. EST**

Submit To: NYLOP@lisc.org

Responses To Questions: **February 19, 2024**
[LISC NY Website](#)

Submission Due Date: **February 26, 2024**

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

Submit Proposal To: [RFP Response Submission Link](#)

SUBMITTED BY:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone:	
Email:	

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**Request for Proposals
Co-Developer for the 1500-1610 South Avenue, Syracuse, NY**

The purpose of this Request for Proposals (RFP) is to acquire services from a Co-Developer who will partner with The Women's Economic Institute (The WEI) to develop a site controlled by The WEI located at 1500-1610 South Avenue, Syracuse, NY (Project or Site). LISC NY selected The WEI to participate in its 2023 cohort of their New York Land Opportunity Program (NYLOP) and is facilitating this process.

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 subsequent communications from The WEI will be sent.

Respondents can upload required documents and submit their application in response to the RFP by clicking on the [RFP Response Submission link](#). The application deadline is **3:00 P.M. EST February 26, 2024**. Responses will be evaluated and scored based on the evaluation committee's criteria outlined herein. **Applications will not be accepted after the submission deadline.**

The WEI reserves the right to reject all proposals and to waive any informality in the procurement process. The WEI 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

Monica Dean

Director of Housing

LISC New York | Local Initiatives Support Corporation

RFP SCHEDULE

	DATE	TIME
Issue Date:	Monday, January 22, 2024	N/A
Non-Mandatory Information Session:	Thursday, February 1, 2024	2:00 P.M. EST. Access Zoom meeting here . Passcode: MNeENY69
Deadline for Questions:	Monday, February 12, 2024	3:00 P.M. EST Responses to these questions will be addressed in writing and issued as an addendum to this RFP. NYLOP@lisc.org The WEI will not respond to questions submitted after the deadline.
Responses to Questions:	Monday, February 19, 2024	Posted on LISC NY Website
Proposal Due Date:	Monday, February 26, 2024	3:00 P.M. EST. RFP Response Submission Link NO APPLICATIONS WILL BE ACCEPTED AFTER THE DEADLINE
Team Evaluation Period:	Three Weeks	
Team Meeting:	TBD	
Interview (if applicable):	TBD	

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

RFP Point of Contact:

Jimmy Miller, Development Consultant

NYLOP@lisc.org

Communications

All procurement actions facilitated by The WEI will be conducted openly, transparently, and competitively. Subsequently, The WEI will consider competitive transaction pricing, quality of work, reputation, referrals, and understanding of the solicited deliverables and requirements. The WEI 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, competitive opportunity to do business with The WEI as contractors and subcontractors.

To maintain a fair and impartial competitive process, The WEI and any outside consultants assisting The WEI 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 The WEI staff or outside consultants assisting The WEI 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 shall mean all contact, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The WEI reserves the right to reject the proposal of any Respondent violating this provision.

PART I – INTRODUCTION

OVERVIEW OF LISC 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 provide much-needed services to their communities. These services include housing, feeding those in need, helping individuals find stable family-sustaining employment, supporting small businesses and job creation, providing wrap-around mental health services, and improving community safety to help build and stabilize vulnerable neighborhoods.

MDOs and FBOs offer vital resources that contribute to these goals, including:

- Community Relationships and Leadership
- Land in High Opportunity Areas
- Tax-Exempt Status
- Organizational Time, Volunteers, Finances, and Land

LISC NY NYLOP focuses on helping MDOs and FBOs use these resources to develop affordable housing on their vacant and/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 Western New York. The WEI was one of seven groups selected to participate in 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 move the MDO/FBO from an idea and/or 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 and select a Co-Developer Partner.

BACKGROUND INFORMATION ON THE WEI

Background:

The WEI is a Central New York – based, minority, women-led and centered 501(c)(3) focused on supporting Black and Indigenous People of Color (BIPOC), women, girls, and marginalized communities through economic development, i.e., entrepreneurship, wholistic workforce development, and the creation of affordable housing. Their board members are minority women educators, entrepreneurs, and leaders who reside in NY, IL, AZ, and MD. The WEI partners and engages with local and national agencies and stakeholders that are committed to economic parity, health equity, and social justice for marginalized and low-income women, girls, and communities of color, with a particular focus on Black women and girls. Eighty (80) percent of The WEI's service area is BIPOC women, girls, and communities.

The WEI expanded into Central New York during COVID-19, with a particular focus on eradicating health and economic disparities amongst BIPOC/Black women, and girls. The data shows Black women, girls, and inner-city communities like the Southside of Syracuse have

disproportionate rates of metabolic syndrome (i.e., three or more core health morbidities—cancer, diabetes, high blood pressure, hypertension, heart disease) largely due to systemic inequality, poverty, poor food quality, poor housing, and trauma. In 2023, The WEI was one of two Upstate NY faith/mission based BIPOC developers accepted into the statewide LISC NY Land Opportunity Program (NYLOP).

Concept:

The Project is located at 1500-1610 South Avenue in Syracuse, New York. The WEI has a purchase agreement with the Greater Syracuse Land Bank for three parcels of vacant or underutilized property located on the Southside of the city of Syracuse. The project calls for a mixed-use development to be known as the Southside Renaissance Project (“SRP”) and will include development of 61 units of luxury senior rental housing, a commercial food hall, storefronts earmarked for minority owned businesses, and a community services facility.

The purchase agreement was executed on April 19, 2022, and gives The WEI 24 months to obtain construction financing and complete due diligence. The agreement calls for the seller to demolish the existing structure at 1500-1610 South Avenue prior to the closing, which should happen within 90 days of the end of the due diligence period.

SRP is innovative, intergenerational, and transformative—a state-of-the-art micro-community with 8 restaurants, 5 retail shops, one daycare, an event venue, and a rooftop garden built-out in two multi-story elevator structures over 1.3 acres. The Project contains a food market offering fresh fruits, vegetables, dairy, and meat products to help drive community health and wellness; a public demo kitchen for community nutrition-education and entrepreneur certification; an incubator; and a public facing food hall. SRP will provide livable wage jobs and resources to support, grow, and scale Black and BIPOC food and retail operators—building healthy environs, food security, and health and economic equity into low-income housing design. And most important, offering food and retail opportunities in a food and retail desert.

SRP will drive an entrepreneurial-led economic hub along South Ave (supporting and growing minority and women-owned enterprises), improving livability/workability/walkability of the Corridor and equitably restoring, expanding, and modernizing the southern tier of South Ave. This fully revitalized micro-community will house 61 affordable senior residential units (1-two-bedroom and 60-one-bedrooms), an incubator/accelerator, art installations, technology, green spaces, a resident rooftop garden, a daycare, a food co-op, and a public facing hall—all based on a hi-tech/green model with full residential electrification and Wi-Fi accessibility for students, families, and small businesses in the City’s urban core. SRP will also create new construction jobs and new food and retail enterprises, driving high wage job growth and small business opportunities in a community with the highest concentrated Black and Latino child poverty in the nation. SRP will include a fitness center, a workforce lab, and both a commercial and demo kitchen— supporting low-income, active senior living in an environmentally sound, energy efficient, and fiscally sustainable micro community. In addition to serving active, independent living seniors (age 55+) SRP would also help economically stabilize the Corridor through placemaking and community building initiatives. Rent and income qualification thresholds are at or below 30%, 40%, 50%, 60%, and 70% AMI. There are currently no known regulatory restrictions on the development site.

In addition to its residential offerings, SRP will also launch The Oasis Food and Retail Incubator—a public facing food hall and retail facility designed to support food and retail entrepreneurship, community health/nutrition education, and workforce development. The Oasis Incubator offers a demo kitchen, shared food hall for eight restaurants and five retail shops, immersion classes, enhanced food/retail security, and provides neighborhood and community gathering space all at below market rental rates.

The WEI would serve as the facility operator; providing workforce and small business development classes and turnkey physical space to train/grow/scale small micro-entrepreneur BIPOC/women-owned businesses. The WEI currently operates a 6600-sf incubator on the City's near west side and is building local partnerships that would be instrumental in providing on-site business development classes, operator certification, food hygiene training, and food/retail sustainability on the Southside. SRP will usher in and train-up a new generation of diverse food operators, build quality affordable housing, and fuel the Southside's local economy through rich cultural cuisine, home goods, retail, and personal goods. The Oasis Incubator also incorporates community need/interests outlined in the 2018 South Ave Economic Development Feasibility Report commissioned by the City of Syracuse.

Status:

The WEI submitted their 9% tax credit application to New York State Housing and Community Renewal on November 7, 2023. To date, The WEI has completed its Phase I ESA, engaged, and retained a site and civil engineer, architect, financial consultant, MEP, structural engineer, market analyst, landscape architect, environmental and broadband consultants. The WEI has approved local zoning approval to construct the Project.

INVITATION FOR PROPOSALS

The WEI 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, February 26, 2024, at 3:00 P.M. EST.

A copy of the Project's site map is attached hereto as **Attachment A**.

PART II – SCOPE OF SERVICES

SITE CONCEPT PLANS

The SRP includes a total of three lots and one building on the West-site to be demolished before construction loan closing by the seller. The WEI gained site control of all three lots from the Greater Syracuse Landbank via a contract dated April 19, 2022. The property is located in a residential and commercially zoned area; no relevant deed restrictions exist. Per contract, The WEI has two years to secure project financing, including NYS low-income housing tax credits, and to complete its due diligence. On or about 90 days after due diligence (on or about July 2024), The WEI must complete construction loan closing. Reasonable extensions with notice are permissible, providing up

to three years to secure financing and complete construction loan closing. The ownership structure is a fee simple arrangement, and The WEI owns the ground and all improvements. No known effect on HCR regulatory interest exists. **Attachment B** illustrates the conceptual plan for the Site.

The current concept plan calls for 55,663 GSF of residential space for 61 senior units and 23,180 GSF of commercial space in two buildings. To date, a Phase I Environmental Study has been completed. No Phase II was recommended. A variance for roadway bump outs on South Ave is needed to slow roadway traffic to accommodate the senior and pedestrian populations and assist with storm water-runoff. A second variance is needed for parking. As stated above, The WEI has obtained zoning approval to construct 61 units.

SRP is a mixed-use micro-community within three sites along the 1500-1610 blocks of South Avenue (including parcels 1525, 1531, 1532-36, 1535, 1537-39, 1542, 1546-48, 1550-54, 1600-1610). Two built structures (East and West) will contain the program with commercial and residential parking. The third site (S) will be commercial parking only. The East site is a 4-Story building with retail commercial on the first floor, three levels of affordable senior housing above, and a 4th floor partial rooftop garden. The West site is a 4-Story building with restaurant commercial on the first floor, two levels of affordable senior housing above, and a 4th floor with a public event space, a catering/demo kitchen, and a suite of admin offices. The one remaining structure on the West site will be demolished by Greater Syracuse Landbank prior to construction loan closing. The project is designed in accordance with LIHTC guidelines and requirements.

The design modifications for persons with disabilities, special needs, and/or aging in place include wheelchair accessibility; voice activated systems for doors; handrails and grab bars in restrooms/showers/hallways; raised commodes; ergonomic furnishings in residential community/common areas; sound air quality (PHIUS); and efficient sound barriers.

The West-site structure will accommodate 26 one-bedroom units. The East-site structure will accommodate 35 total units (34 one-bedroom units and 1 two-bedroom unit). Both structures will contain four stories with laundry facilities located on all residential floors. The West-site will house a community room/computer lab on the 2nd floor and a fitness center on the 3rd floor. Storage space is built into residential units. The East-site 1st Floor will house a fitness center and a workforce/computer lab; storage space is within residential units. The Project will meet green and energy efficiency standards through incorporation of a Passive House energy model. Utilities (electric, heating, hot water, and AC (both residential and common areas) will be covered by the building. Residential utilities will be fully electric, with energy star residential appliances.

Visual art assets, green spaces, a public event venue, interior and exterior seating areas are incorporated into the project to encourage planned community gatherings, engagement, placemaking, and neighborhood -building. There are separate courtyards, gardens, and seating areas between tenants and the public, and separate residential and commercial elevators and parking.

UNIT MIX		
Bedroom Size	Unit Mix	Percentage
1 Bedroom	60	98.4
2 Bedroom	1	1.6
Total	61	100

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 micro-community with community services facility 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 small business.
- 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 WEI funding.
- Coordinate with other local and community-driven development plans

SUMMARY OF SERVICES

The Co-Developer and The WEI shall co-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 financing and implementation plan, shall propose and incorporate a variety of funding sources including 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 proposed for use. The WEI will undertake no financial or guaranty obligations unless explicitly accepted in writing by The WEI.

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

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

ROLE OF THE WEI

The WEI will be a co-owner (preferably with a majority interest) and must be included in and have approval on 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 The WEI having rights of review, approval, etc. shall mean The WEI and/or The WEI's affiliate.

Predevelopment

- The WEI will be involved in the predevelopment process and review and must approve all project contracts, invoices, and draws for approval. To date, The WEI has completed the following pre-development activities:
 - Retained project architect
 - Retained Engineers (Site/Civil, MEP, Structural and Landscape)
 - Identified soil-boring sites
 - Retained a LIHTC financial consultant
 - Completed proforma and cash flow analysis
 - Completed preliminary appraisal
 - Obtained a preliminary permits report from the City
 - Completed a Phase I ESA (No Phase II required)
 - Completed a Housing Market Analysis
 - Drafted floor, site, and elevation plans
 - Retained Consultant and designed commercial kitchen
 - Secured contingency award of eight PBVs from Syracuse Housing Authority.
 - Contracted with energy consultant

- Secured LOIs for Construction Loan, permanent mortgage, and tax credit syndicator
 - Commenced initial discussions with the City regarding a PILOT
- Investor Solicitation – The WEI will review the Co-Developer construction financing and equity investor solicitation, the list of potential investors, and responses. The Co-Developer shall conduct the investor solicitation process in a form that ensures maximum participation. The WEI has letters of interest for an equity investor, permanent financing, and construction financing. The organization has also received a commitment for eight project-based vouchers from the Syracuse Housing Authority and grant from the National Grid Economic Development Program.
- Participation in Site/Unit Designs – The WEI expects the Co-Developer to review and incorporate the completed site conceptual design in preparing the design documents. The WEI will be involved throughout the design processes to finalize the site plan, the building designs, and the floor plans. The WEI will also review and approve the construction drawings and specifications.
- Preferred Property Management Concept – The WEI shall select a residential property manager, subject to the reasonable review and approval of the Co-Developer, lender, and investor. Subject to approval of lender and investor, The WEI's goal is to manage the commercial property upon receipt of the 8609.
- Marketing and Lease-up - The property manager(s), selected by The WEI 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 – The WEI expects the Co-Developer to provide one hundred (100%) percent of the pre-approved remaining third-party predevelopment costs.
- Development Fees – The WEI or its affiliate will act as Co-developer and expects a minimum of forty (40) percent share of the Developer Fee (paid and deferred): a more significant amount of development fee is preferred.
- Acquisition Financing – The WEI and Co-Developer will obtain any and all financing necessary to satisfy all site acquisition requirements in a manner mutually agreeable and acceptable to all lenders, investors, and parties in interest.
- Insurance Requirements – The Co-Developer shall meet and comply with the insurance requirements outlined in Attachment C of this RFP and the insurance requirements of lenders and investors.

- Asset Manager – The WEI will have asset management responsibilities related to units in which The WEI or its affiliate has an ownership interest. The WEI 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

The WEI will attend and participate in all construction meetings and reviews, approve all construction draws and 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; including knowledge of and experience with 9% (LIHTC) Low-Income Housing Tax Credits.
- 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, government grants and/or loans and or reasonable capacity to do so.

ROLE OF CO-DEVELOPER

Throughout the development effort, including each component phase, the Co-Developer will work closely with all stakeholders, including The WEI, WEI staff, WEI residents, WEI 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 The WEI in refining its Site Concept to achieve its desired objectives for the Project.
- Implement Development Efforts – Provide the necessary 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 The WEI 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.
- Hire and Manage Additional Consultants and Development Team Members Necessary for Planning and Implementation – The Development Team shall include at a minimum, the Co-Developers, Project Architect, Attorney, Energy Consultant, and Property Manager. Proposed Development Team members must be submitted with the Offeror's response to this RFP. To date, The WEI has retained a financial consultant, site/civil engineer, structural engineer, market analyst, MEP, environmental consultant, and architect, etc.

- Partner with The WEI to 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 jointly procure, oversee, and manage 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 The WEI. 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 The WEI, Lenders, Investors, All Key Stakeholders, and the Larger Public – The WEI 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 The WEI 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 WEI and 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, they will 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 The WEI to promote and maintain good relations with community and neighborhood groups, and 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 The WEI's Employment, Training and Contracting Policy. The WEI's goals and expectations are that the Co-Developer will meet and/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 redevelopment effort. For this purpose, "local" means

firms in Syracuse and throughout Western New York and New York City. It is important to note that any proposed 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

- Planning and Design – To date, The WEI has completed conceptual design, site, and civil engineering plans, and submitted a proposal for NYS LIHTC funding. The selected Co-Developer and The WEI shall work jointly to lead a progressive architectural team rendering a signature state-of-the-art design in affordable housing utilizing the Principles for Building Resilience in housing in New York State.
- Assist The WEI in Obtaining Necessary Disposition Approval – To date, the WEI has executed a Purchase Agreement to acquire the property needed to construct the Project. The selected Co-Developer shall, to the extent necessary, assist The WEI with the acquisition of the subject property, as required.
- Grant Writing and Related Funding Assistance – To date, The WEI has begun submitting applications to obtain financing needed to bring the Project to fruition, including applying for an allocation of 9% LIHTC from the State of New York. The Co-Developer shall assist the WEI with applying for any and all financing opportunities possible, but shall be ultimately responsible for obtaining all financing needed to complete the Project.
- Prepare Development Plans – In consultation with The WEI, the residents, the community, and other interested stakeholders, the Co-Developer will refine the concept plan for development consistent with program goals as acceptable to The WEI.
- Plans and Specifications – Subject to review and approval of The WEI, the Co-Developer jointly with The WEI, will be responsible for refining and finalizing the infrastructure and building plans and specifications prepared to date by The WEI to ensure the comply with the requirements of all permitting and regulatory entities. All such documents and designs will be subject to The WEI's review and approval.

Financing

- Produce an Overall Financing Plan – The WEI has developed a financing plan for the Project and will work jointly with The Co-Developer to refine and finalize the 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, market analysis, and programmatic goals of The WEI.
- 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 WEI and Co-Developer shall maximize and leverage public and private resources to pursue any and all reasonable sources of financing and funding from wherever situated. The parties shall jointly coordinate, discuss, and negotiate with financial institutions and private Partners all financing terms, etc. Said negotiations shall be subject to review and approval by The WEI. Any identity of interest between the Co-Developer and any lender, syndicator, or other financing Partner(s), must be timely disclosed and the Co-Developer must demonstrate how the proposed terms are most favorable to other terms available in the market.
- Obtain Equity Investment –Utilizing an open and competitive process, The WEI and Co-Developer shall obtain equity financing commitments with the best terms currently available per the Master Development Agreement. The WEI 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. Subsequently, The WEI will approve any and all investors for the 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, The WEI 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 reasonably guarantee the long-term operating feasibility of the Project.
- Accounting/Financing – Pursuant to the Master Development Agreement, The WEI and Co-Developer shall maintain all accounting and finance records and Co-Developer shall ensure Project financing is available at the appropriate times and utilized in the appropriate manner.

Construction

- Hire Qualified General Contractor and/or Construction Manager to Oversee Construction Activities – The WEI and Co-Developer will create and implement a competitive process for selecting the most qualified General Contractor and/or Construction Manager. During construction, the Co-Developer shall provide oversight and management of construction activities to ensure the expeditious implementation of the Project, subject to the review and approval of The WEI. As regular on-site construction monitoring is critical to the success of the Project, the Co-Developer must have a reasonable on-site presence during the term of construction. Any identity of interest between the Co-Developer and the General Contractor or Construction Manager must be disclosed and approved by The WEI, lenders, and investors.
- Facilitate Necessary Site Improvements – According to the Master Development Agreement, the Co-Developer, in cooperation with the WEI, shall initiate and complete site work and infrastructure construction with review and approval by The WEI.

- Implement Development Program – Per the final development plans approved by lenders, investors, and regulatory agencies and subject to review and approval of The WEI, 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, The WEI and Co-Developer will jointly structure and organize an ownership entity approved by The WEI and meeting requirements of any and all other financing entities. Said entity shall be subject to approval by lenders, investors, et. al. The WEI prefers to become the sole general partner after stabilization and receipt of the 8609.
- Ensure the Short- and Long-Term Viability of the Project – The WEI and Co-Developer shall jointly develop and implement marketing, re-occupancy, asset, and property management plans to ensure the Project's short- and long-term viability.

PART III– WEI RESERVATION OF RIGHTS AND CONFLICT OF INTEREST

1. The WEI is the sole judge of each proposal's conformance with the requirements of this Request for Proposals and the merits of such submission.
2. The WEI 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 The WEI in its sole and absolute discretion.
4. Upon selecting a Respondent, if any, The WEI will notify the Respondent of the terms and conditions upon which The WEI will be willing to negotiate definitive development documents. However, nothing will be binding on The WEI 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 The WEI, in its sole discretion, considers pertinent.
6. All submitted proposals are the property of The WEI. The WEI is not liable for any costs or expenses incurred by a Respondent in preparing proposals, negotiations, or discussions with The WEI 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 is in "as is" condition, subject to any environmental conditions, hazards, or other title matters.

8. The WEI, 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, including physical condition, status of title, usability, or any other matter related to the site. 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(s) at its sole expense.
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 WEI 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 in a confidential manner (i.e., as "Confidential Information"),+ 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 WEI.

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 thereafter are:

1. A present or former member or officer of WEI's Board of Directors, Governing Body, or any member of the officer's immediate family.
2. Any WEI employee who formulates policy or influences decisions concerning The WEI 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 WEI 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 The WEI's policy to avoid situations that place a Respondent in a position where its judgment may be biased because of any past, present, or future interest, financial or otherwise, that may impact the Respondent's ability to perform the work 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, or future 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 WEI. 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 WEI.

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

In the event The WEI determines that a potential conflict exists, the selected Respondent shall not receive an award unless the conflict is addressed to the satisfaction of The WEI and any and all 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 The WEI, 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 The WEI. The Disclosure Statement must be presented on the Respondent's letterhead, notarized, and signed by the individual making the disclosure.

CONTRACTOR RESPONSIBILITY

The WEI 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 sewer charges and/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 Syracuse 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 Syracuse 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. The WEI will corroborate this information.

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

REQUIRED WEI 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 The WEI according to this RFP become the property of The WEI upon receipt. Respondents shall not copyright, or cause to be copyrighted, any portion of any document submitted to The WEI because of this RFP.

REJECTION OF PROPOSALS

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

CO-DEVELOPER STATUS

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

GOVERNMENT RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality 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 The WEI in writing specifying the regulation which requires an alteration. The WEI reserves the right to accept any such alteration, including any reasonable price adjustments, or to cancel the contract at no expense to The WEI.

ADVERTISING

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

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, Section 501 of the Internal Revenue Code, 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

The WEI 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, February 12, 2024, at 3 P.M. EST. Questions will be addressed by addendum on or before Monday, February 19, 2024, which will be published on [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 the [RFP response submission link](#).

The following documentation must be uploaded 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, and Local Participants Employment and 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, The WEI will select the Respondent whose proposal is in the best interest of The WEI.

<i>Evaluation Factors</i>
<p>Co-Developer and Team Experience</p> <p>The degree to which the Respondent's Team demonstrates:</p> <ul style="list-style-type: none"> • 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, LIHTC, and project-based subsidized units. • Quality of references provided.
<p>Key Staff Experience</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 LIHTC and/or mixed-finance developments of comparable size and complexity.</p>
<p>Key Business Terms</p> <p>The degree to which the Respondent's proposed Key Business Terms provide the best value for The WEI and represent a willingness of the Respondent to contribute towards the success and viability of the Project.</p>
<p>Methodology</p> <ul style="list-style-type: none"> • The methodology provided by the Respondent indicates their knowledge of the steps and timeframes necessary for implementing LIHTC and/or mixed-finance projects. • The methodology demonstrates the capacity to complete tax credit applications successfully. • The methodology includes an approach that effectively uses public and private resources and provides the most beneficial terms for The WEI.
<p>Financial Capacity and References</p> <ul style="list-style-type: none"> • The overall financial strength of the Co-Developer <ol style="list-style-type: none"> 1. Quick Ratio 2. Current Ratio 3. Debt to equity ratio. • Contribution of Co-Developer • Demonstrate ability to bring financial resources to leverage dollars (Review of financial statements)

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.

MBE/WBE/BIPOC Employment and Contracting Plan

- The extent to which MBE/WBE/BIPOC-led businesses are included on the Co-Developer's Team.
- Level and quality of previous experience utilizing MBE/WBE/BIPOC businesses.

The degree to which the Co-Developer's Team demonstrates its commitment to ensuring that The WEI and LISC NY's MBE/WBE/BIPOC goals are met and/or exceeded.

The establishment, application, and interpretation of the above Evaluation Factors shall be solely within the discretion of The WEI. **And The WEI shall reserve the right to determine the suitability and feasibility of proposals based upon these factors.**

PART VII- SELECTION PROCESS

QUALIFICATIONS EVALUATION/CONTRACT AWARD

The evaluation process and qualifications will be evaluated by The WEI in conjunction with LISC NY at their sole and absolute discretion based primarily on the criteria below. In addition, The WEI 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.

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

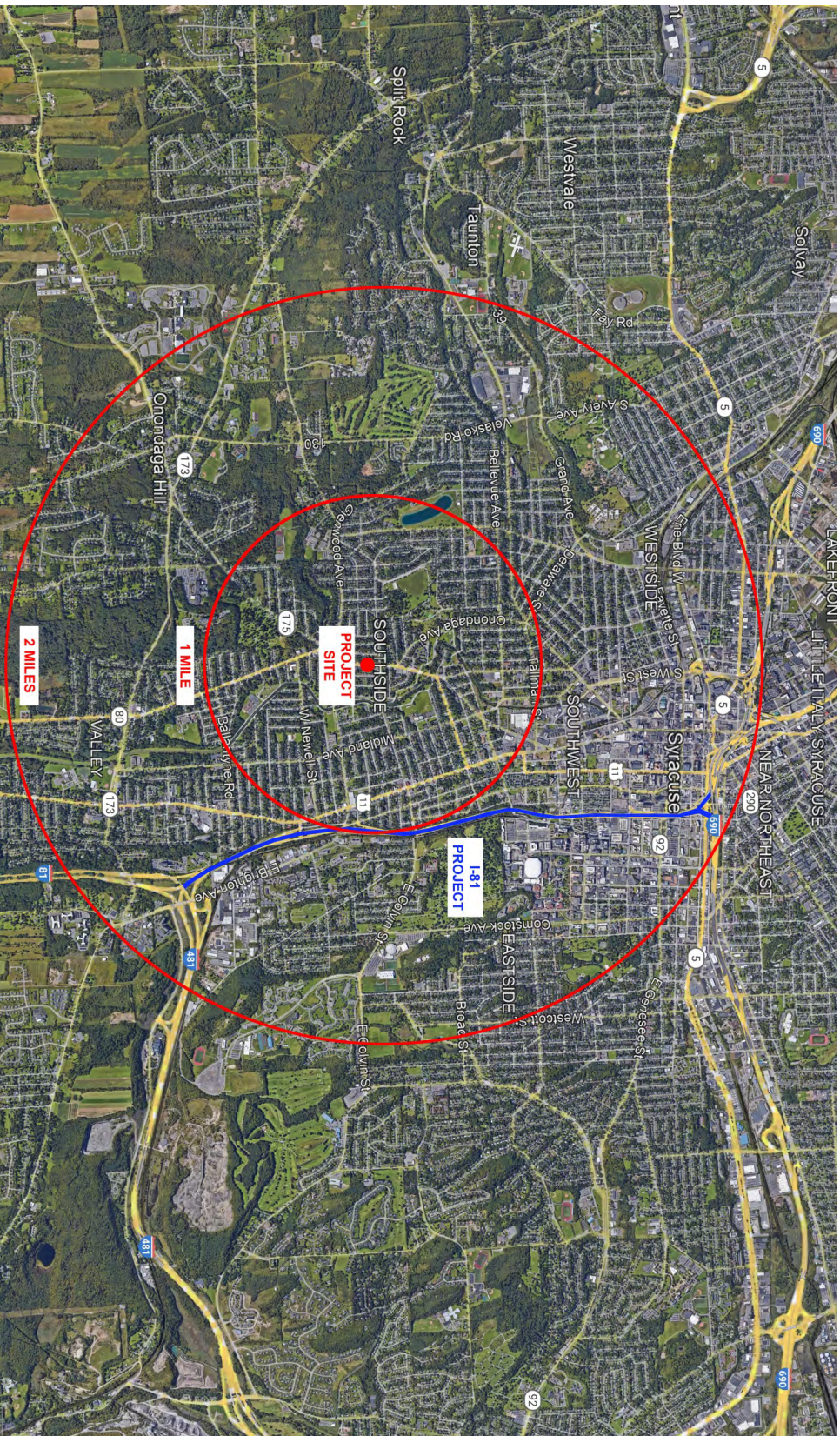
A contract award is subject to approval by The WEI Board of Directors or Governing Body and LISC NY.

CANCELLATION OF RFP

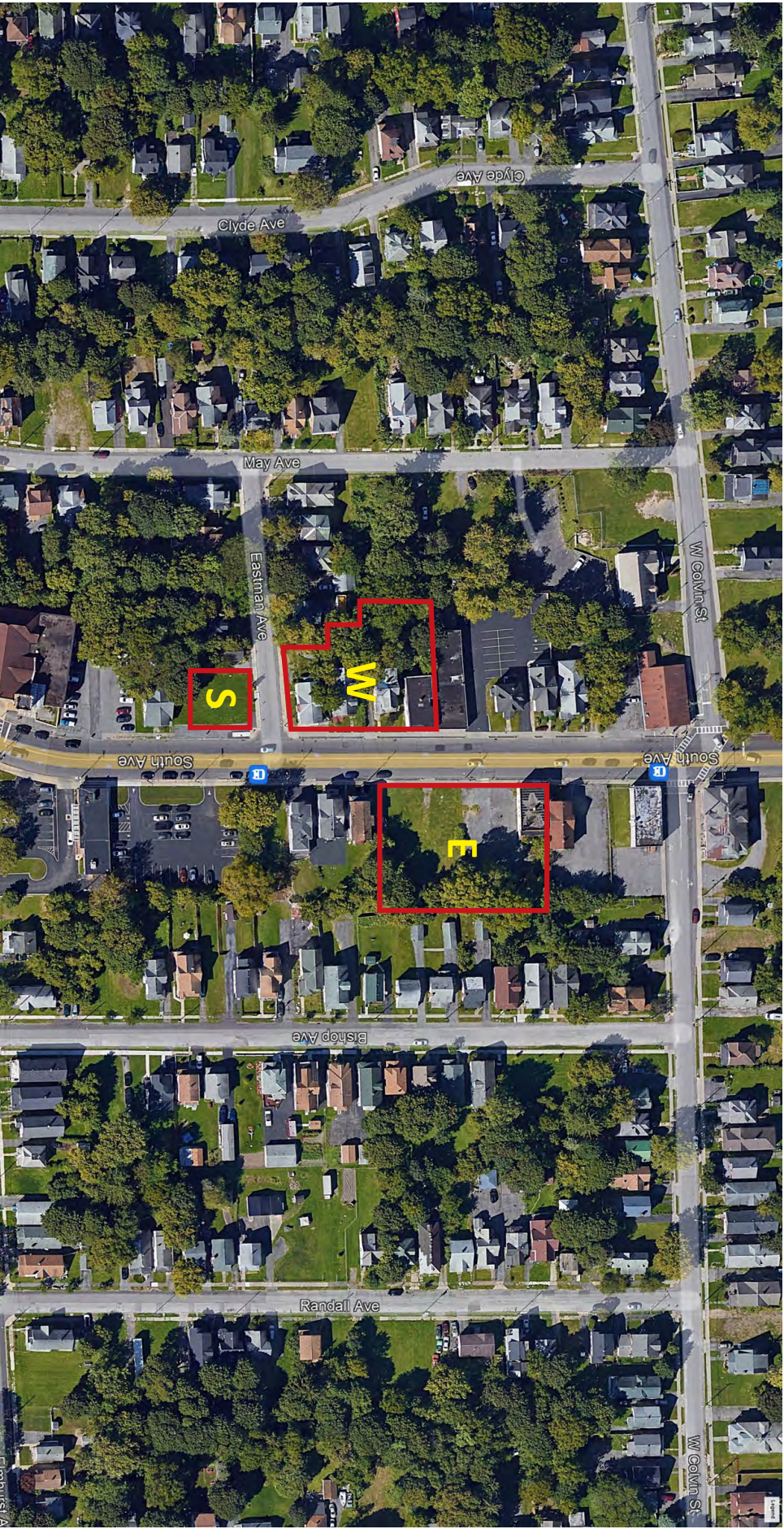
The WEI reserves the right to cancel this RFP or to reject, in whole or in part, all submissions received in response to this RFP upon its determination to be in the best interest of The WEI. The WEI further reserves the right to waive any minor informality in any submissions. The decision as to who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

INFORMATIONAL

Attachment A - Site Map

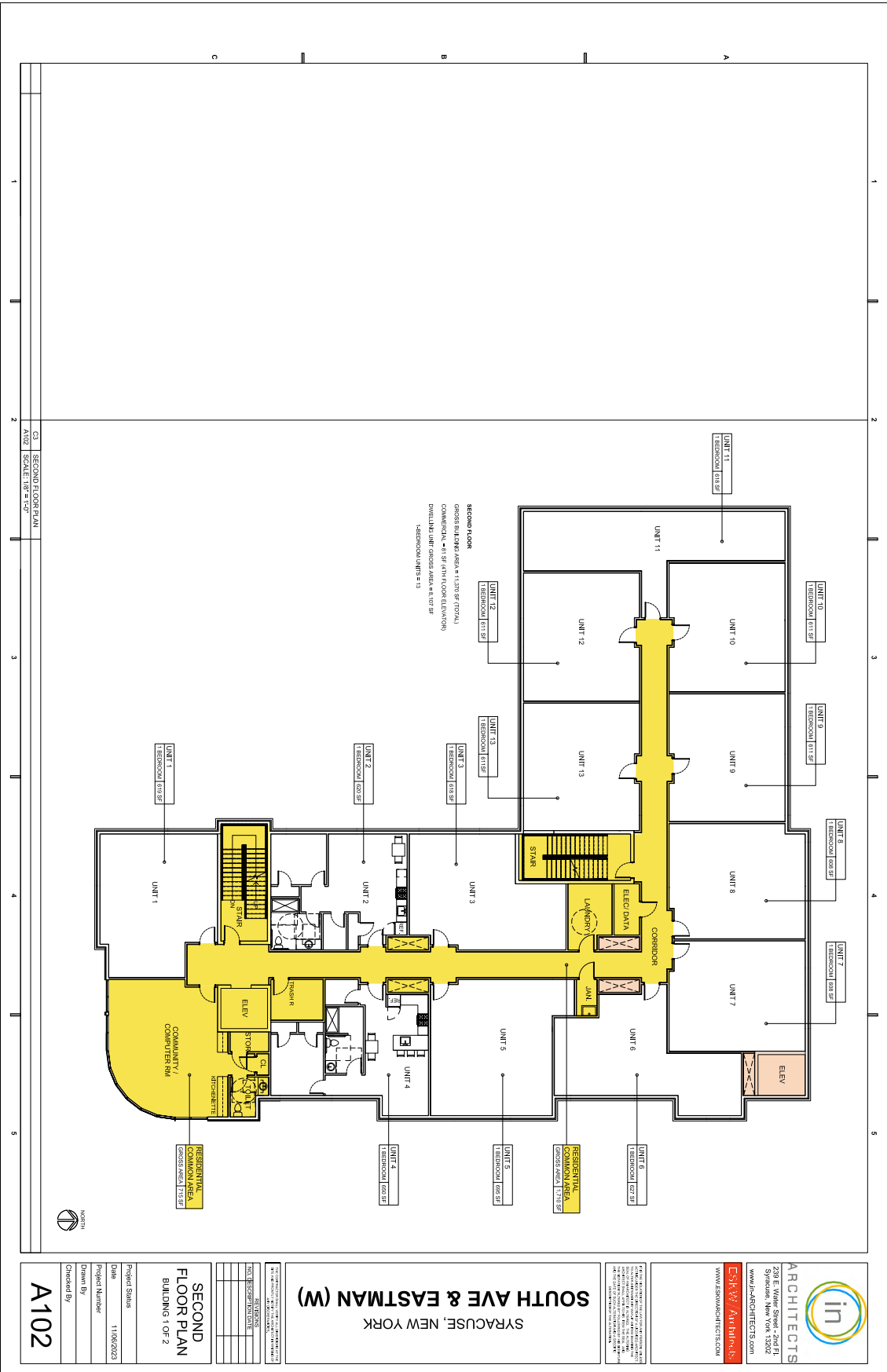


SITE LOCATION



SITE AERIAL
GOOGLE EARTH
1. HOUSING OPTIONS - UNIT TYPES
2. BUILDING AMENITIES

Attachment B - Concept Plan



A102

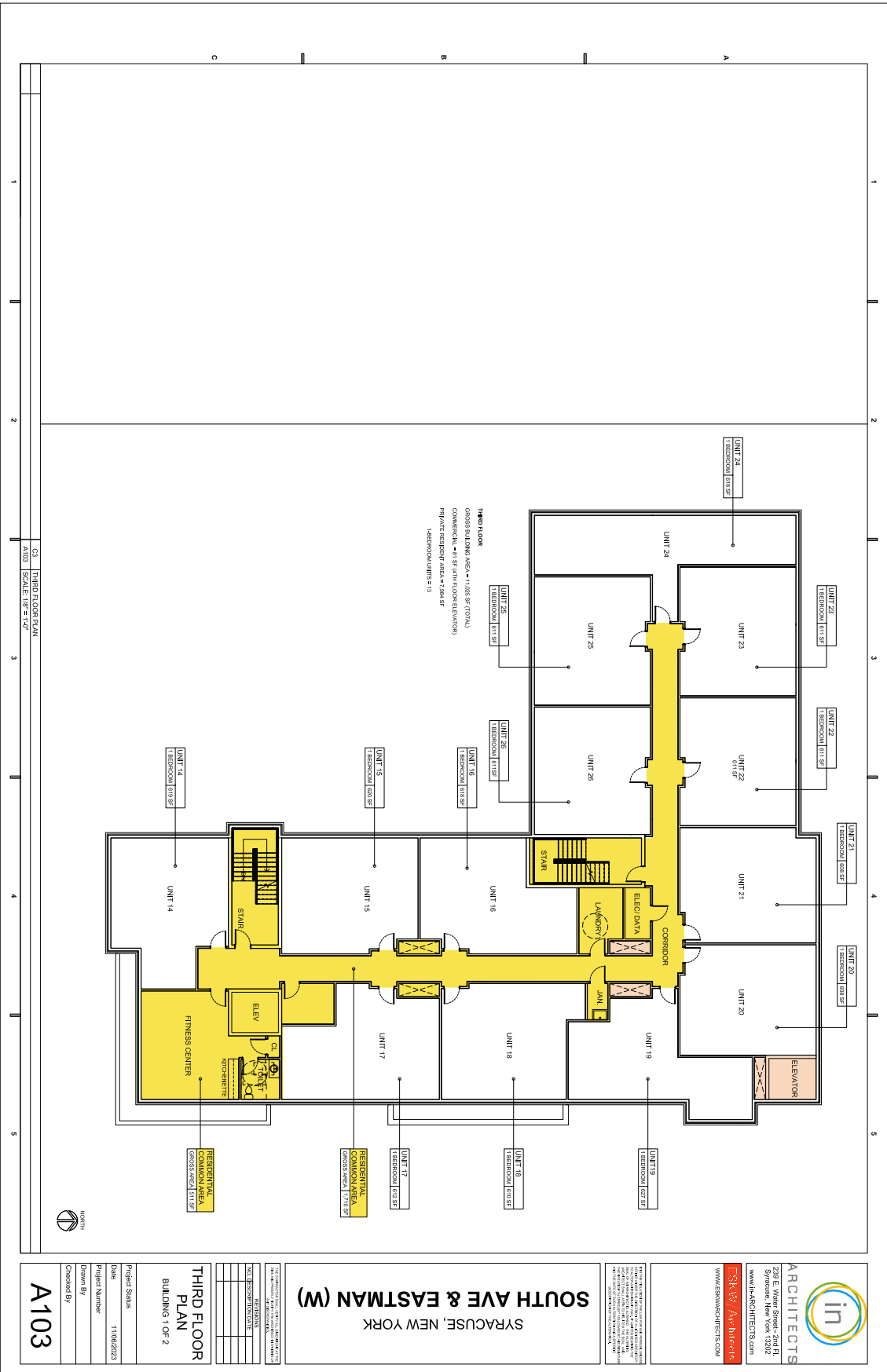
SECOND FLOOR PLAN
BUILDING 1 OF 2

Project Status
Date: 11/06/2023
Project Number
Drawn By
Checked By

SOUTH AVE & EASTMAN (W)
SYRACUSE, NEW YORK

in
ARCHITECTS
289 E. Water Street, 2nd Fl.
Syracuse, New York 13202
www.in-architects.com

ESK 33 Architects
www.esk33architects.com



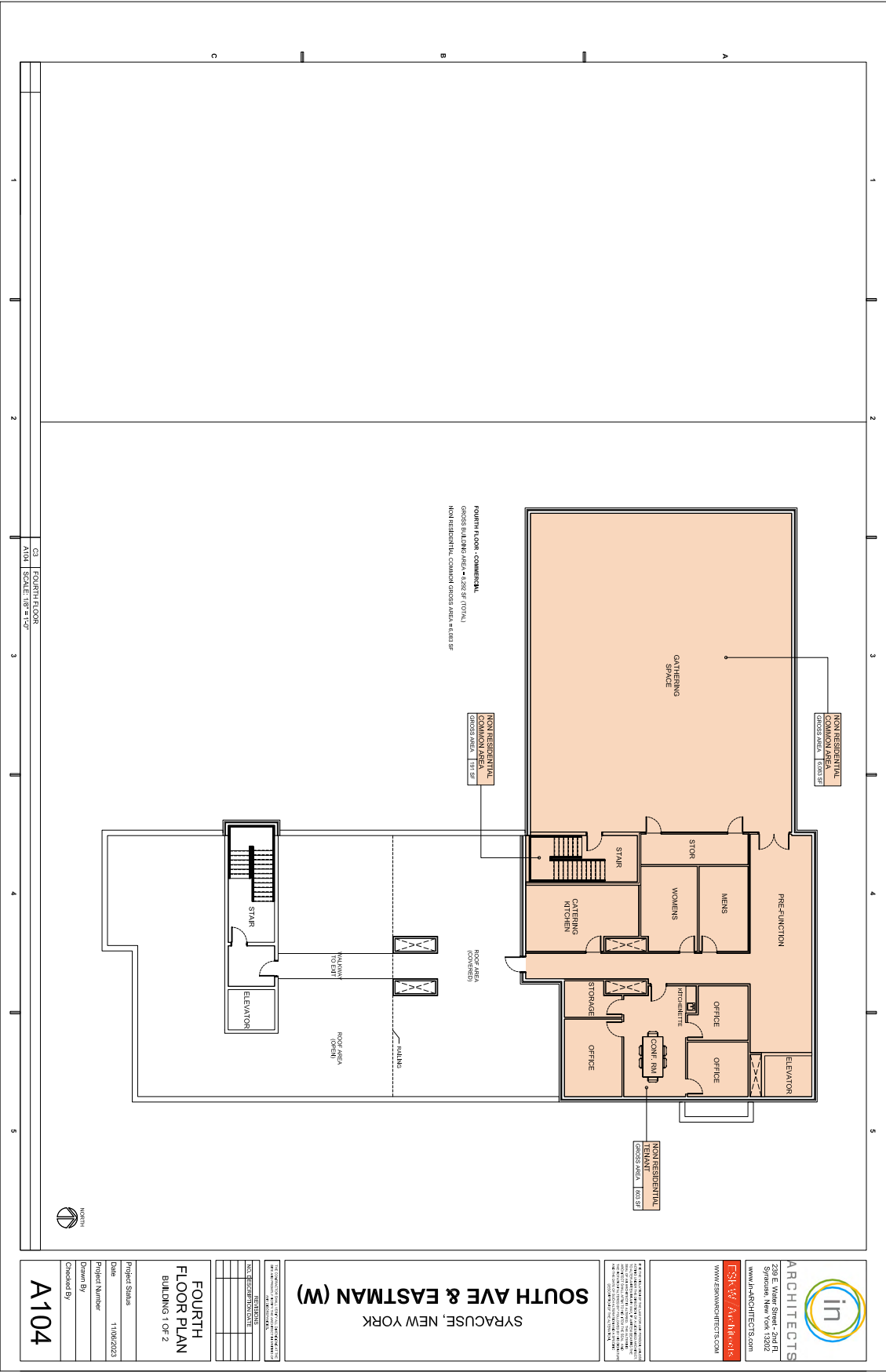
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Fax: 315.442.1112
www.in-architects.com



Project Status
Date: 11/06/2023
Project Number
Drawn By
Checked By

A103



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 or resident commissioner.

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.

WEI EMPLOYEE DISCLOSURES

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

WEI BOARD OF DIRECTOR DISCLOSURES

- (3) Do you employ current or former officers or members of WEI'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 WEI's Board of Directors? Yes No
- (5) Do any current officer or member of WEI's Board of Directors or immediate family members or current or former members of WEI'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 WEI as soon as such information is discovered by Respondent or as soon as the Respondent should have discovered such information. I understand that failure to provide such disclosure may lead to a negative note on WEI's and LISC NY Vendor Performance Record.

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 WEI, 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 WEI 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

[illegible]

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

[illegible][illegible]

Role1: Indicate the role played in the development of each property listed above.

Type²

Status³			
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Default ⁴		
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GP =General Partner/Developer

R = Rehabilitation

IN = In construction (indicate % completed)

W = Water / Sewer	
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GC/CM = General Contractor/Construction Manager

NC = New Construction

PC = Pre-Construction		
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T = Taxes		
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F= Provided Financing or Limited Partner

CLC = Construction Loan Closed

PD = Pre-Development		
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M = Mortgage (including any arrears)

C = Development Consultant

PLC = Permanent Loan Closed

CC = Construction Completed	
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O - Other (specify)	
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Exhibit D –Co-Developer Term Sheet

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:

Business Term		Co-Developer Response
Indemnification	Co-Developer shall indemnify, defend, and hold harmless The WEI, 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.	
Relocation and Supportive Services	Relocation (if required) and supportive services costs to be included in the project budget.	
Asset Management	The WEI 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 The WEI following occupancy. Co-Developer may also receive an asset management fee.	
Ownership Structure	The WEI 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. NCFMAI will not provide guarantees.	
Real Estate Tax Abatement or Exemption	If assumed by Co-Developer, explain how this will be secured.	
Construction Monitor	Cost of The WEI construction monitor/clerk of the works to be included in the project budget.	
Site Specific Plan Approvals	Final site-specific plans are subject to input from community stakeholders and City of Syracuse review.	
Operating Subsidy	Must comply with project-based voucher and any subsidy program's requirements.	
Co-Developer Overhead	Co-Developer overhead will not be an allowable development cost.	
Developer Fee	<p>Co-Developer to maximize fees permitted by finance and funding sources.</p> <p>The WEI expects to earn at least 40% of earned developer fee.</p> <p>The developer fee to be paid to The WEI will be on a similar payout schedule as earned by the Co-Developer.</p> <p>Deferred developer fee on a pari passu basis.</p>	
Co-Developer	The WEI to function as a co-developer.	

Guarantees	Co-Developer will provide all necessary and required guarantees to investors and lenders, such as completion, lease up, stabilized occupancy, etc. The WEI will not provide any guarantees typically required of developers by investors or lenders.	
Financing	<p>Co-Developer responsible for obtaining all financing necessary to complete the project.</p> <p>The WEI will assist in securing financing from City and other funders.</p> <p>Developer to solicit and select third party lenders and investors; The WEI expects Co-Developer to demonstrate competitive rationale for lender/investor selection; The WEI expects to review and approve the equity investor.</p> <p>All tax credit applications will be prepared by the Co-Developer and provided to The WEI for review prior to submission; the parties will establish reasonable review period to ensure adequate time for review and discussion.</p>	
Development Budget and Schedule	Subject to The WEI's approval and included as an Exhibit to the MDA.	
Cash Flow	50/50 after all project obligations are satisfied. The WEI's share of cash flow will not be used as a source of repayment of any The WEI note.	

Third Party and Affiliated Entities	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.	
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