

# **LISC NY NEW YORK LAND OPPORTUNITY PROGRAM**

**REQUEST FOR QUALIFICATIONS FOR CO-DEVELOPERS OF 154 Franklin Avenue, 148 Franklin Avenue, and 125 East 3rd Street at the corner of East 3rd Street and Franklin Avenue (Project) in Mount Vernon, NY**

**Issue Date:** October 24, 2024

**Information Session:** October 29, 2024 at 2 P.M. EST  
(Virtual and In-Person)  
[On Zoom](#)  
In-Person:  
Oneness Rehoboth Apostolic Church  
154 Franklin Avenue  
Mount Vernon, NY 10550

**Question Due Date:** November 13, 2024, at 3 PM EST

**Submit Questions to:** [NYLOP@lisc.org](mailto:NYLOP@lisc.org)

**Responses Available:** November 18, 2024, at 3 PM EST on  
the [NYLOP Webpage](#)

**RFQ Submission Due Date:** December 9, 2024

**RFQ Submission Time:** 3 PM EST

**RFQ Submission Link:** [RFQ Submission Link](#)

<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 Qualifications for the Development of 154 Franklin Avenue, 148 Franklin Avenue, and 125 East 3<sup>rd</sup> Street at the corner of 3<sup>rd</sup> and Franklin Avenue in Mount Vernon, NY**

## PART I – INTRODUCTION

For years, LISC NY has partnered with Mission Driven and Faith-Based Organizations (MDOs/FBOs) to promote community and economic development. MDOs/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/FBOs offer vital resources that contribute to these goals, including:

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

LISC NY New York Land Opportunities (NYLOP) focuses on helping MDOs/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/FBOs to participate in the 2023 round of NYLOP. The program was expanded to localities outside New York City to include Western New York.

LISC NY has engaged Censere Consulting LLC as the development consultant to lead a team of Housing Development Experts, including Goldstein Hall PLLC as the legal consultant and ESKW/Architects (ESKW) as the architectural consultant, to help move the Oneness Community Development Corporation (OCDC) Project 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 an RFQ to select a Co-Developer Partner.

LISC NY in conjunction with the OCDC is issuing this Request for Qualifications (RFQ) to qualified developers to partner with OCDC properties to develop 154 Franklin Avenue, 148 Franklin Avenue and 125 East 3<sup>rd</sup> Street, and the Corner of 3<sup>rd</sup> Street, Mt. Vernon, NY (Project). The Project is currently owned by Oneness Rehoboth Apostolic Church (ORAC), an affiliated entity of OCDC. Per this RFQ, LISC NY is requesting qualifications from qualified Respondents to serve as a Co-Developer with OCDC to develop the Project. This RFQ package includes the instructions and requirements governing this solicitation process, the Scope of Services to be performed, and other pertinent information. This information may be downloaded from the LISC NY website at [www.lisc.org](http://www.lisc.org). In addition, all firms must provide an email address where LISC NY will send subsequent communications.

Respondents can submit their responses to the RFQ by clicking on the [RFQ Submission link](#), completing the application, and uploading the required exhibits. The application deadline is **3:00 P.M. EST, December 9, 2024**. OCDC and LISC NY will evaluate and score the responses based on the evaluation criteria outlined herein.

LISC NY and OCDC reserve the right to reject all proposals and waive any informality in the procurement process. LISC NY and OCDC will not be liable for any claims, loss, damages, or respondent costs resulting from any part of this RFQ process. At their sole discretion, LISC NY and Oneness Rehoboth Apostolic Church (ORAC) and OCDC reserve the right to adjust this RFQ Schedule as necessary. LISC NY will communicate adjustments to the RFQ Schedule as an amendment hereto.

**RFQ Point of Contact:**

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

**Communications**

According to this RFQ, all procurement actions facilitated by LISC NY and OCDC will be conducted openly, transparently, and competitively. Subsequently, LISC NY and OCDC will consider competitive transaction pricing, quality of work, reputation, referrals, and understanding of the solicited deliverables and requirements. LISC NY and OCDC support soliciting proposals from all markets with a geographical preference for applicants with relevant experience. It gives all qualified businesses, including those owned by minorities, women, and small business enterprises, competitive opportunities to do business with LISC NY and OCDC as contractors and subcontractors.

To maintain a fair and impartial competitive process, LISC NY, OCDC, and any outside consultants assisting LISC NY or OCDC 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 RFQ until the final award for each respective Project is announced, revised, or abandoned, Respondents are not allowed to communicate about this RFQ for any reason with any OCDC staff or outside consultants assisting OCDC with this solicitation except:

- Through the RFQ Point of Contact named below,
- As otherwise specified in this RFQ 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. LISC NY or OCDC reserves the right to reject the proposal of any Respondent violating this provision.

**BACKGROUND INFORMATION ON ONENESS COMMUNITY DEVELOPMENT CORPORATION**

OCDC is a mission-driven 501(c) 3 organization whose priority is to develop affordable housing in Mount Vernon, NY. OCDC was formed on October 31, 2018, with a vision to lead in the development of a community free of violence, homelessness, poverty, and trauma, where youth, individuals, and families are safe, stable, and thriving.

The OCDC is under the auspices ORAC. ORAC was founded in 1982. Since its inception, ORAC's mission is to provide spiritual, emotional physical and social services to its congregants and its community members.

For over 40 years, ORAC has provided Mount Vernon, New York and the surrounding areas with outreach services that include: prison ministry, teaching parolees anger management, teaching Life Skills to the community, serving the homeless and the formerly homeless, visiting nursing homes, providing displaced families with temporary shelter, food, and clothing pantries, as well as serving monthly community dinners.

The OCDC's mission is to develop and implement programs that empower and improve the quality of life for youth, individuals and families through housing, economic empowerment, health, education, and employment.

Developing their property for affordable housing is aligned with their mission to provide economic empowerment, health, education, and employment. Examples include:

- The utilization of the recreation/community spaces within our housing developments to promote financial literacy, health seminars, art, physical fitness, basketball clinic, voter registration, vocational, training, job fairs and employment opportunities.
- Quality housing will attract teachers, police, nurses, firefighters, and other key service providers to the community which will in turn increase community governance.

The OCDC's affordable housing will be the catalyst that will bring about all the other components we seek to attain in our mission and vision statements. The OCDC board of directors is the governing body, and all directors are in full support of the undertaking of this endeavor.

ORAC has approximately 500 congregants who are in support of this endeavor.

## **PART II - CONCEPT PLAN**

The first step in the conceptual planning process is that LISC NY's experts work with the OCDC to develop a vision for their projects. OCDC expressed their desire to create up to mixed-use, mixed-income development containing up to 232 units of senior, affordable, market-rate, and homeownership housing. The proposed concept plan also calls for community and commercial facilities. Part of the visioning process is to try to determine obstacles that could impede the group's ability to achieve its vision. Through the visioning process we have determined that zoning relief is needed for ORAC to optimize the number of affordable and market rate units that it can build on its two lots. OCDC is working with the City to achieve the zoning relief needed to accomplish its vision.

The development of market-rate and homeownership units acknowledges the need to increase diversity of housing in Mt. Vernon. Additionally, the Project is expected to create about 300 construction jobs and about 30 permanent jobs. The job creation will spur long-term sustainable economic growth in the community and the city.

## Zoning Relief

The architectural firm ESKW developed two simple preliminary tests fits for the two lots employing the nearby MX-1 Commercial Corridor District Zoning requirements. The MX-1 Commercial Corridor District zoning regulations allow six-story buildings with the first floor being non-residential. The unit matrix outlined below assumes two nine-story buildings. The concept plans call for the development of 232 units as outlined below. The 232 units assume two nine-story buildings.

154 Franklin, 148 Franklin, and 125 East 3rd (Elderly, Mixed-Income)

Bedroom Size	Unit Mix	Percentage
1 Bedroom	72	90
2 Bedroom	8	10
Total	80	100

Corner of 3<sup>rd</sup> Street and Franklin (Mixed Income/Family/Rental/Homeownership)

Bedroom Size	Unit Mix	Percentage
1 Bedroom	104	68
2 Bedroom	40	27
3 Bedroom	8	5
Total	152	100

The proposed Concept Plans is attached hereto as **Attachment A.1** and **Attachment A.2**.



## PART III – SCOPE OF SERVICES

### SUMMARY OF SERVICES

The Co-Developer and OCDC shall co-manage a full-service Development Team to refine and implement the Site Concept Plan and direct the Project's design, development, and financing. 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 OCDC will undertake no financial or guaranty obligations unless explicitly accepted in writing by the OCDC.

The selected Co-Developer will implement the development program pursuant to the Master Development Agreement (MDA) between the Co-Developer and the OCDC.

The OCDC also reserve the right to select one or more Co-Developers. The Co-Developers will work solely with OCDC to develop the Project.

### ROLE OF OCDC

The OCDC will be a co-owner and must be included in and approve critical decisions in all aspects of the Project's planning and development, 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 RFQ to OCDC having rights of review, approval, etc., shall mean the OCDC or its affiliates.

#### Predevelopment

- OCDC will be involved in the predevelopment process and review and must approve all project contracts, invoices, and draws for approval. Such approval shall not be unreasonably withheld.
- Investor Solicitation—OCDC will review the Co-Developer's construction financing and equity investor solicitation, list of potential investors, and responses. The Co-Developer shall conduct the investor solicitation process in a way that ensures maximum participation. Such approval shall not be unreasonably withheld.
- Participation in Site/Unit Designs—OCDC expects the Co-Developer to review and incorporate the completed site conceptual design into the design documents. OCDC will be involved throughout the design processes to finalize the site plan, the building designs, and the floor plans. OCDC will also review and approve the construction drawings and specifications. Such approval shall not be unreasonably withheld.
- Preferred Property Management Concept – OCDC expects to participate in selecting the residential property manager. Such approval shall not be unreasonably withheld.

- Marketing and Lease-up - The property manager(s), selected by the Co-Developer with the approval of the OCDC, 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

- Purchase Price – As required by state law, ORAC must receive at least the fair market value of the Project in addition to any other consideration.
- Predevelopment Funding – OCDC expects the Co-Developer to provide one hundred (100%) percent of the pre-approved third-party predevelopment costs.
- Development Fees—OCDC or its affiliates will act as co-developers and receive a negotiated share of the Developer Fee.
- Asset Manager—OCDC will have asset management responsibilities related to units in which they or their affiliates have an ownership interest.

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

Respondents to the RFQ must meet the following minimum requirements:

- Must have at least five (5) years of experience developing affordable housing of comparable size and scope to the Projects outlined in this RFQ, including knowledge of and experience with 9% (LIHTC) Low-Income Housing Tax Credits.
- Must have developed and completed at least two projects of comparable size and scope to the Project outlined in this RFQ within the last ten (10) years.
- Must have experience successfully accessing private equity, debt financing, government grants, and/or loans and/or be able to do so reasonably.
- Developer with experience transitioning ownership and operation to non-profit after stabilization

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

Throughout the development effort, including each component phase, the Co-Developer will work closely with all stakeholders, including OCDC and its 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.

With respect to the rental units and subject to lender and investor approval, OCDC prefers a fee developer who will exit the deal after stabilization. Typically, a fee developer exits the deal after successful completion of key development milestones which includes the development and lease up stages. In this case, OCDC expects the developer to exit the deal once the Project reaches stabilization and, therefore, would not have an ownership interest in the Project.

With respect to the homeownership units, the fee developer would be responsible for all aspects of the Project until the Project is completed, and a majority of the units have been sold, thereby

ensuring a smooth transition to the homeownership association (HOA). The fee developer would also help ensure that the HOA has the capability to manage the property going forward.

## General

- Assist OCDC with refining its Site Concepts to achieve the 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 OCDC 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.
- Acquisition Financing –Co-Developer will obtain all financing necessary to satisfy all site acquisition requirements in a manner mutually agreeable and acceptable to all lenders, investors, and parties in interest.
- 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 RFQ.
- Partner with OCDC 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 OCDC. Respondents are strongly encouraged to demonstrate participation on their team, whether by joint-venture arrangements or otherwise, of local expertise in areas relevant to the planning and development process, including LIHTC financing, design, and construction matters.
- Maintain Communication Regarding Project Progress with OCDC, Lenders, Investors, All Key Stakeholders, and the Larger Public – OCDC 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 OCDC 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, they will develop a Critical Path Schedule for all phases of construction, lease-up, and stabilization.
- Be Responsive to Local Community, Neighborhood, and Governmental Interests – The Co-Developer will work with OCDC 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 for 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 OCDC'S Employment, Training, and Contracting Policy. LISC NY and OCDC's 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 redevelopment effort. For this purpose, "local" means firms located in the locality in which the Project is being developed. 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 included in the Respondent's Statement of Qualifications in response to this RFQ.

## **Predevelopment**

- Planning and Design—The selected Co-Developer and OCDC 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.
- Prepare Development Plans—In consultation with OCDC, the community, leaders, and other interested stakeholders, the Co-Developer will refine the concept plan for the Project to be consistent with program goals and acceptable to OCDC.
- Plans and Specifications—Subject to the review and approval of OCDC, the Co-Developer, jointly with OCDC, will be responsible for refining and finalizing the infrastructure and building plans and specifications prepared to date by OCDC to ensure they comply with the requirements of all permitting and regulatory entities. All such documents and designs will be subject to OCDC's review and approval.

## **Financing**

- Produce an Overall Financing Plan –The Co-Developer, in conjunction with OCDC, will finalize the financing plan for the overall development effort. The comprehensive financing plan and market analysis will be developed alongside the development plan. The development plan shall

reflect the realities of the overall financing plan, market analysis, and programmatic goals of OCDC.

- 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 – OCDC and Co-Developer shall maximize and leverage public and private resources to pursue all reasonable financing and funding sources from wherever situated. The parties shall jointly coordinate, discuss, and negotiate all financing terms with financial institutions and private partners, etc. Said negotiations shall be subject to review and approval by OCDC. 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, OCDC and the Co-Developer shall obtain equity financing commitments with the best terms currently available per the Master Development Agreement. OCDC intends to participate in developing the solicitation documents for investors by reviewing the letters of interest received and ranking and scoring all responses. All investors for the Project will require the approval of OCDC and the co-developer.
- 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, tax credit adjuster or recapture guarantees, and guarantees of performance under the Agreement. In addition, OCDC will require that the Co-Developer demonstrate financial ability to honor the guarantees.
- 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 reasonably.
- Accounting/Financing—Pursuant to the Master Development Agreement, OCDC and the Co-Developer shall maintain all accounting and finance records, and the Co-Developer shall ensure Project financing is available at the appropriate times and utilized in the appropriate manner.

## **Construction**

- Hire a Qualified General Contractor or Construction Manager to Oversee Construction Activities – OCDC and Co-Developer will create and implement a competitive process for selecting the most qualified General Contractor 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 OCDC. 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 OCDC, lenders, and investors.

- Facilitate Necessary Site Improvements – According to the Master Development Agreement, the Co-Developer, in cooperation with OCDC, shall initiate and complete site work and infrastructure construction with review and approval by OCDC.
- Implement Development Program – Per the final development plans approved by lenders, investors, and regulatory agencies and subject to review and approval of OCDC, 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 OCDC and the Co-Developer will jointly structure and organize an ownership entity approved by OCDC and meeting the requirements of any and all other financing entities. Said entity shall be subject to approval by lenders, investors, et al.
- Ensure the Short- and Long-Term Viability of the Project – OCDC 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 IV– OCDC RESERVATION OF RIGHTS AND CONFLICT OF INTEREST**

1. OCDC is the sole judge of each proposal's conformance with the requirements of this Request for Proposals and the merits of such submission.
2. OCDC 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 regarding any project are rejected, the disposition of such Project may be conducted by any means, terms, or conditions chosen by each OCDC in its sole and absolute discretion.
4. All submitted proposals are the property of OCDC, OCDC nor LISC NY is liable for any costs or expenses incurred by a Respondent in preparing proposals, negotiations, discussions with the OCDC, or 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.
5. The Project site is in "as is" condition, subject to environmental conditions, hazards, or other title matters.
6. No OCDC, its officers, employees, consultants, attorneys, and agents make any 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.

7. 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).
8. Upon submission of a proposal to this RFQ, Respondents and the representatives and agents will treat their proposals and all information obtained in connection with the RFQ 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 OCDC.

### **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 the OCDC's Board of Directors, Governing Body, or any member of the officer's immediate family.
2. Any OCDC employee who formulates policy or influences decisions concerning OCDC project(s) 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 RFQ so long as any potential conflict is disclosed. In its sole discretion, OCDC 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).

### **DISCLOSURE STATEMENT**

Before awarding and while conducting business with OCDC, 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 disclosure, in writing, to the OCDC. The Disclosure Statement must be presented on the Respondent's letterhead, notarized, and signed by the individual making the disclosure.

## **CONTRACTOR RESPONSIBILITY**

OCDC will only 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 records, 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 local real property taxes, water, and sewer charges or have entered and comply 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 Local Building Code violations concerning properties owned or managed by the Respondent or any of its principals or related entities, and such findings need to be adequately addressed.

## **ADVERSE FINDINGS**

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

- Past or pending government or private mortgage foreclosure proceedings or arrears concerning 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, 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
- An adverse history with the City of Mt. Vernon 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 RFQ, the Respondent shall disclose that information in its proposal.

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

### **OWNERSHIP OF DOCUMENTS**

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

### **REJECTION OF PROPOSALS**

OCDC may reject any proposal.

### **CO-DEVELOPER STATUS**

The Co-Developer shall be an independent contractor, not an employee of LISC NY or OCDC.

### **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 LISC NY and OCDC in writing specifying the regulation which requires an alteration. OCDC reserves the right to accept any such alteration, including any reasonable price adjustments, or to cancel the contract at no expense to OCDC.

### **ADVERTISING**

Respondent agrees not to use the facts or results from the proposal submitted as part of any commercial advertising. OCDC do not permit using OCDC's relationship with an entity for marketing efforts unless OCDC 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**  
**LISC NY, 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, and Local laws, regulations, ordinances, and requirements relevant to the work described herein, including, but not limited to, those applicable laws, rules, and provisions 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. At the Co-Developer's expense, the Co-Developer shall obtain such permits, certificates, and licenses as may be required to perform the work specified.

## INDEMNIFICATION

LISC NY, OCDC and ORAC cannot, and by the Agreement relating to this RFQ, do 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.

## PART V – QUESTIONS

**Due Date for Questions:** Questions regarding matters related to this RFQ or requests for further information must be submitted in writing no later than Monday, November 13, 2024 at 3 P.M. EST. Questions will be addressed by addendum on or before Monday, November 18, 2024, which will be published on the [LISC NY website](#).

It is the Respondent's responsibility to check the website before submitting 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 VI- SUBMISSION REQUIREMENTS

Respondents shall submit their responses to the RFQ by completing the application at the [RFQ submission link](#). The following documentation must be uploaded to the LISC NY website as part of the Respondent's response to the RFQ. Respondents shall provide the following information. Responses must address all items and clearly label all sections, graphics, and tables within the response if necessary. LISC NY and OCDC have not set a specific page limit for Responses; however, there is an expectation to receive thorough and concise Responses. Respondents must complete the Non-Collusive Affidavit. **(See Exhibit A)**

1. **Qualifications and Experience.** Provide a description of your qualifications and relevant experience with at least two examples but at most five comparable projects in the past 10 years. Examples should highlight experience with developing and operating projects of similar size and scope, with particular emphasis on complex mixed-use projects located in an urban environment and projects developed through public-private partnerships. Respondents must also complete the Residential Development Experience Worksheet. **(See Exhibit B)**
2. **Describe the legal entity** with whom the OCDC would contract.
3. **Provide resumes for and descriptions** of the roles of key individuals in the development team and any consultants who would be involved in negotiations, project management, project design, and implementation, including their background and experience, reflecting their capabilities and experience with similar projects. Please provide an organizational chart.
4. **Please provide your last two years' audited financial statements.**
5. **Disclose any litigation** that could materially adversely affect the development entity's financial condition and disclose any bankruptcy filings by the development entity or affiliates within the **past five (5) years.**

## PART VII - EVALUATION CRITERIA

### SELECTION PROCESS

Each submission will be evaluated based on its responsiveness to this RFQ and primarily per the Evaluation Criteria in the following table. OCDC will make every effort to ensure that all Responses are treated fairly and equally throughout the selection process. OCDC will select the Respondent whose proposal is in the best interest of the OCDC. OCDC intend to follow the following selection process:

1. Identify a shortlist of Respondents.
2. Identify a First- and Second-ranked Respondent: OCDC will notify the Respondents selected for the shortlist and may ask them to participate in an interview to discuss their qualifications in further detail. OCDC may select a first-ranked and second-ranked Respondent.
3. Negotiations with First-ranked Respondent: The first-ranked Respondent will be given a defined period to negotiate and execute an MDA with the OCDC. If exclusive negotiations are conducted and an agreement is not reached, OCDC reserves the right to enter into negotiations with the next highest-ranked Respondent without the need to repeat the formal solicitation process.
4. Final selection and subsequent agreements are subject to approval by LISC NY.

### SELECTION CRITERIA

The following is a guide to the criteria that will be used in evaluating development teams:

1. Development Team Characteristics
  - a. Quality and completeness of information submitted in response to this RFQ
  - b. Evaluation of the organization's relevant past projects and experience successfully completing projects of a comparable size and scope as the one outlined in this RFQ

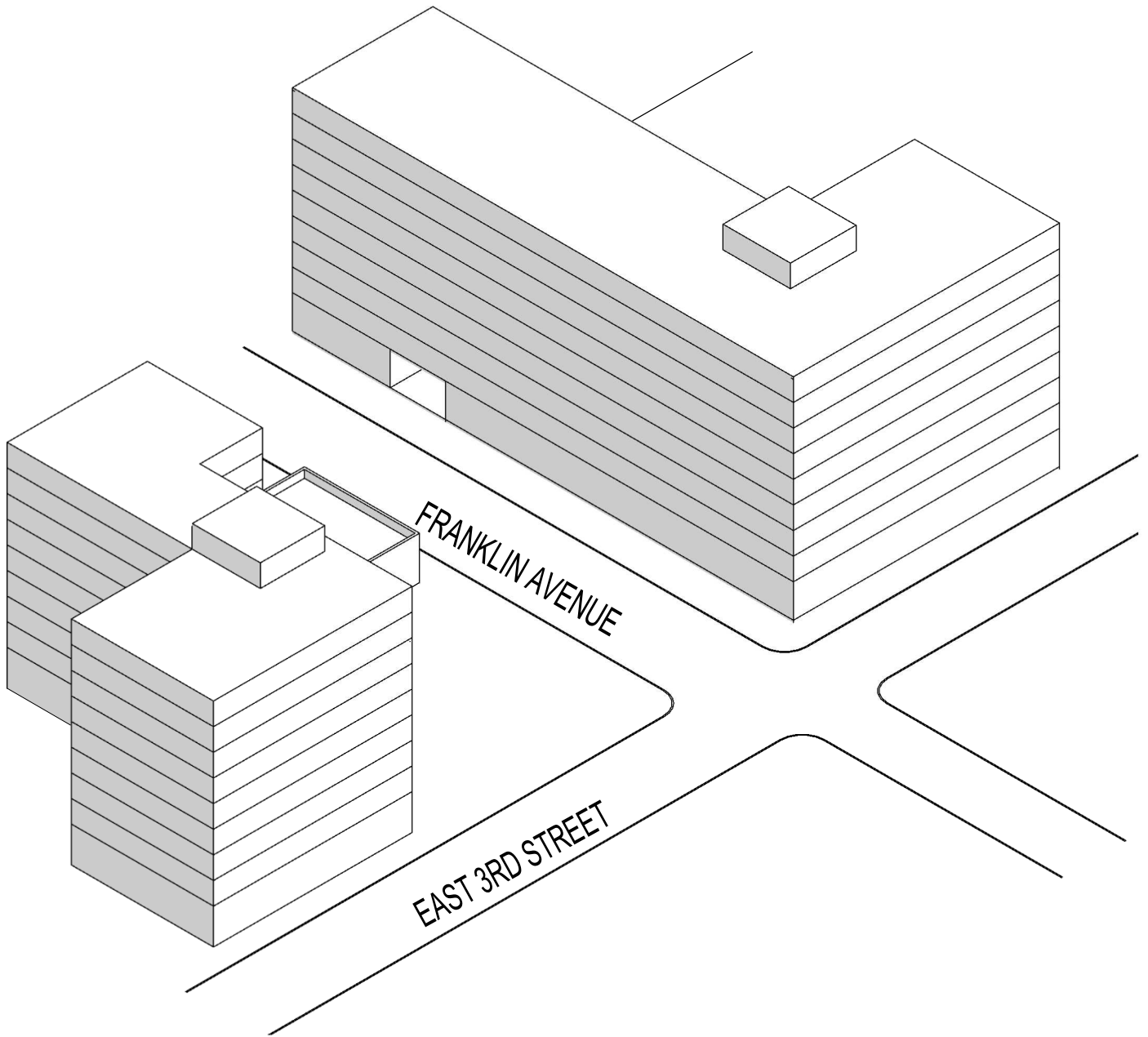
- c. Experience with affordable housing financing mechanisms, including Low-Income Housing Tax credits, particularly experience working with the New York State Homes and Community Renewal (HCR)
  - d. Relevant experience of key members successfully completing projects of a comparable size and scope as the one outlined in this RFQ
  - e. Experience with transitioning ownership or managing an MDO/FBO after project completion or stabilization
2. Financial Capability
- a. Demonstrated ability to secure funding, including experience with public-private partnerships
  - b. Degree of capitalization liquidity as an entity

#### **CANCELLATION OF RFQ**

LISC NY, ORAC and OCDC reserve the right to cancel this RFQ or to reject, in whole or in part, all submissions received in response to this RFQ upon their determination to be in the best interest of OCDC. LISC NY and OCDC further reserve 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 RFQ shall be at the OCDC's sole discretion.

## INFORMATIONAL

## Attachment A.1- Concept Plan (Ground Floor Parking)



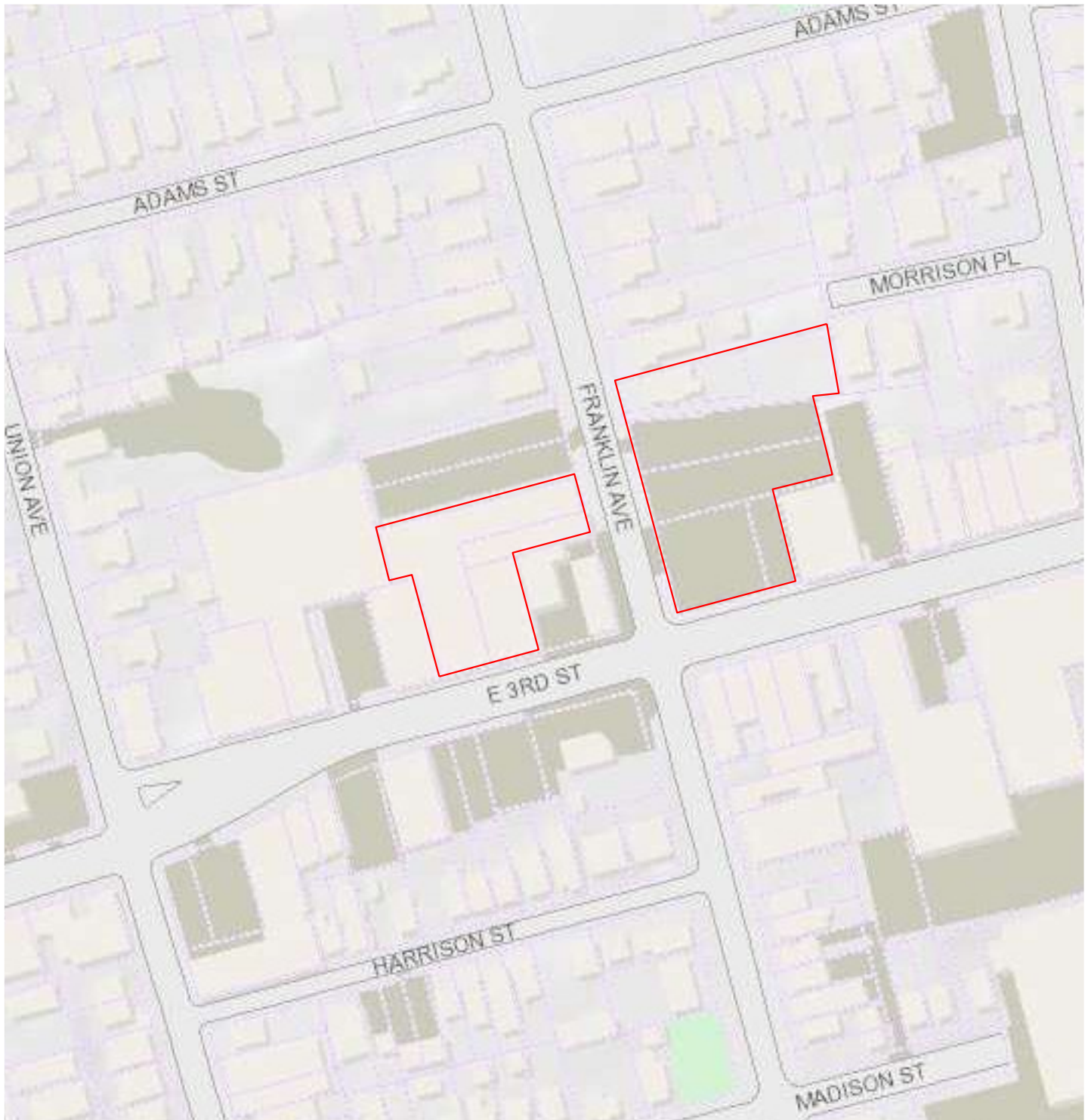
# PRELIMINARY

OVERALL SITE  
TESTFIT 1  
3D MASSING MODEL

LISC

LISC  
ONENESS CDC  
125 E 3RD ST, MT. VERNON, NY  
10/11/24





OVERALL SITE  
TESTFIT 1  
SITE PLAN

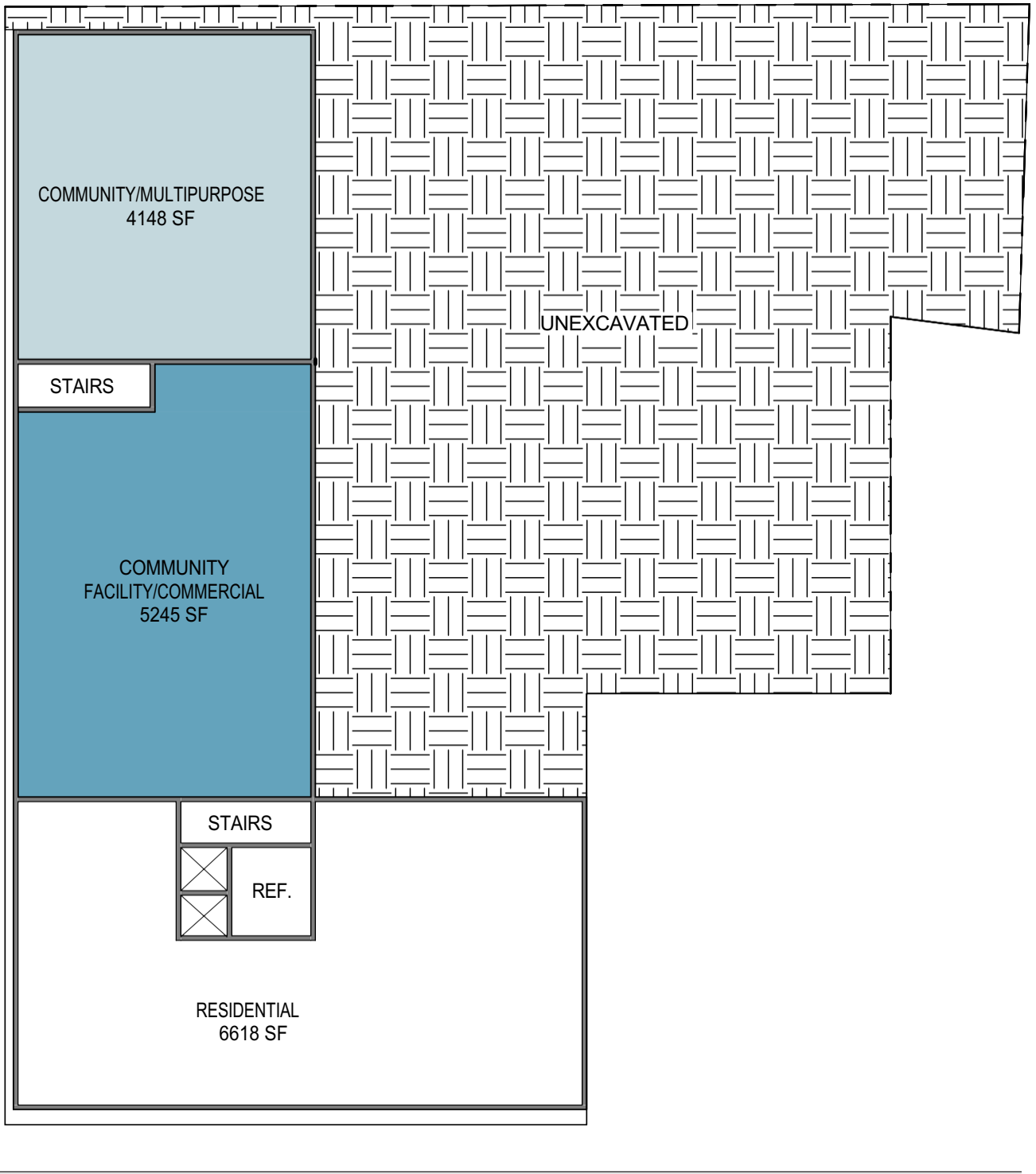
LISC

LISC  
ONENESS CDC  
125 E 3RD ST, MT. VERNON, NY  
10/11/24





FRANKLIN AVENUE



EAST 3RD STREET

**17,952 SF** GROSS FLOOR AREA

MARKET RATE UNITS ON PARKING SITE  
TESTFIT 1 VERSION 2  
CELLAR FLOOR PLAN - PARKING SITE  
SCALE 1/32 = 1' - 0"

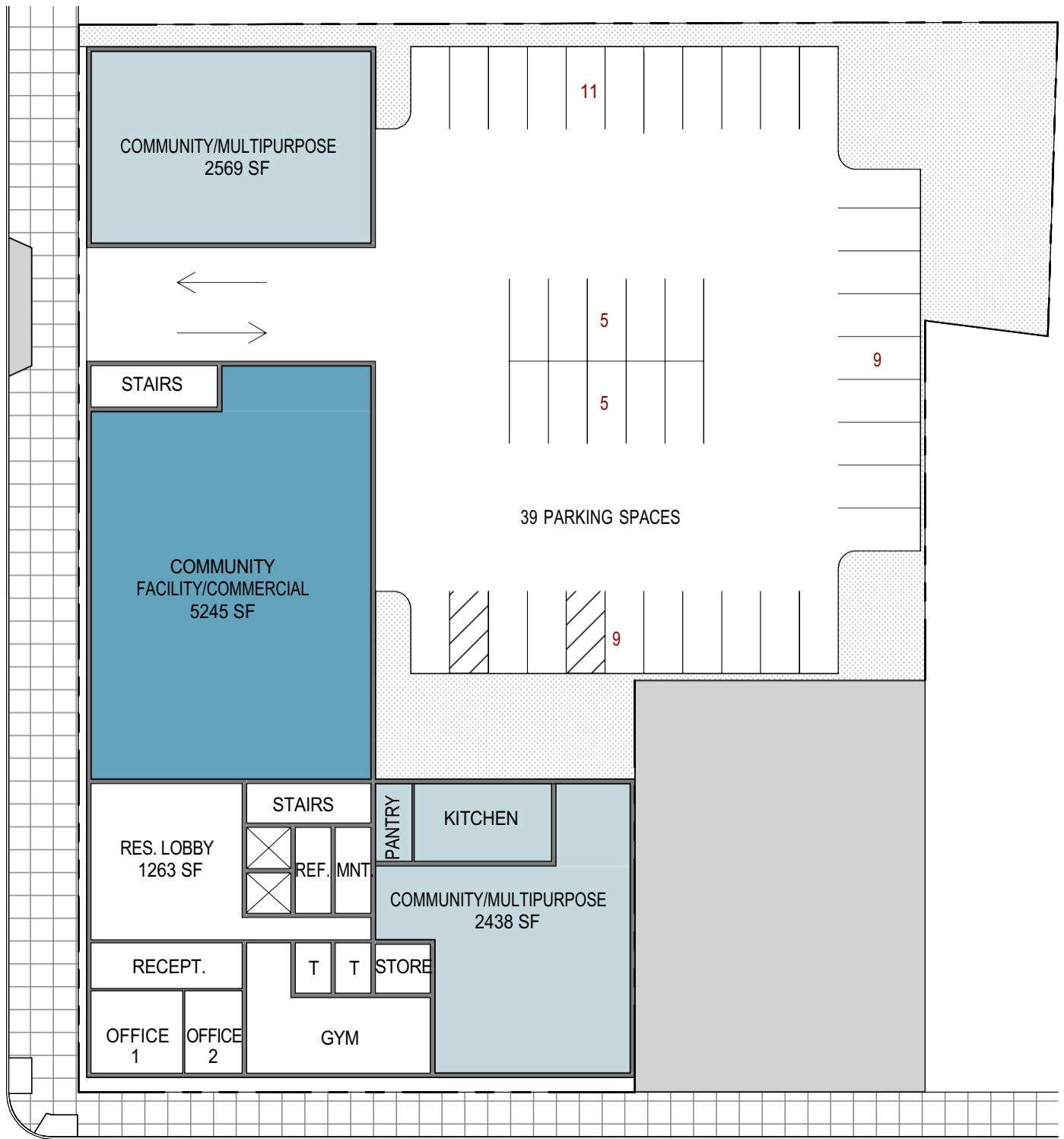
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LISC  
ONENESS CDC  
125 E 3RD ST, MT. VERNON, NY  
10/11/24



**ESKW/Architects**

FRANKLIN AVENUE



EAST 3RD STREET

MARKET RATE UNITS ON PARKING SITE  
 TESTFIT 1 VERSION 2  
 1 ST FLOOR PLAN - PARKING SITE  
 SCALE 1/32 = 1' - 0"

LISC

LISC  
 ONENESS CDC  
 125 E 3RD ST, MT. VERNON, NY  
 10/11/24



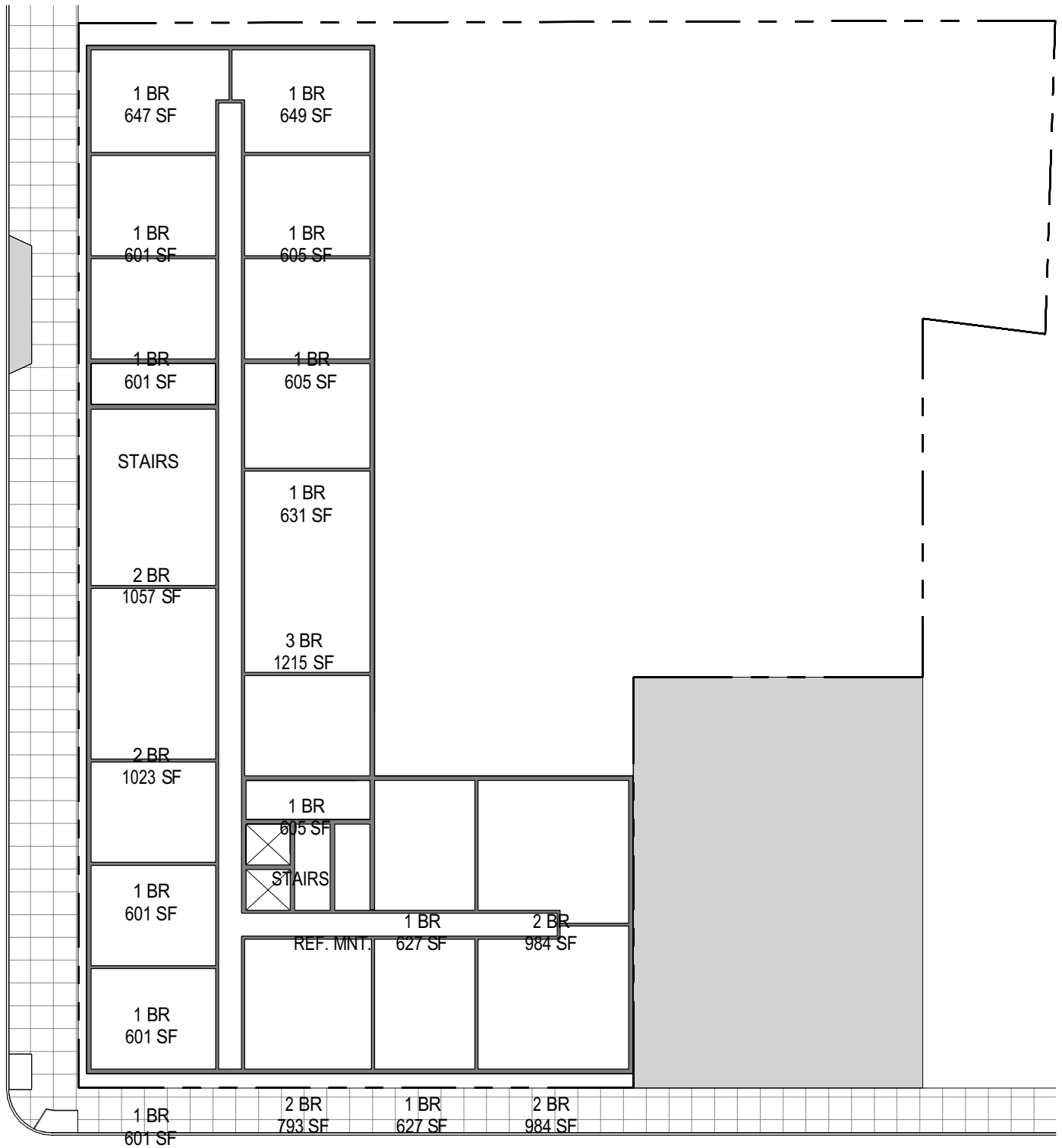
**16,384 SF** GROSS FLOOR AREA

MARKET RATE UNITS ON PARKING SITE  
TESTFIT 1 VERSION 2  
1 ST FLOOR PLAN - PARKING SITE  
SCALE 1/32 = 1' - 0"

LISC

LISC  
ONENESS CDC  
125 E 3RD ST, MT. VERNON, NY  
10/11/24

FRANKLIN AVENUE



EAST 3RD STREET

**17,952 SF** GROSS FLOOR AREA

2 BR = 40 UNITS  
3 BR = 8 UNITS

**19 UNITS PER FLOOR:** 1 BR = 13 UNITS PER LISC

ONENESS CDC  
125 E 3RD ST, MT. VERNON, NY  
10/11/24



**ESKW/Architects**

FLOOR  
2 BR = 5 UNITS PER FLOOR  
3 BR = 1 UNIT PER FLOOR

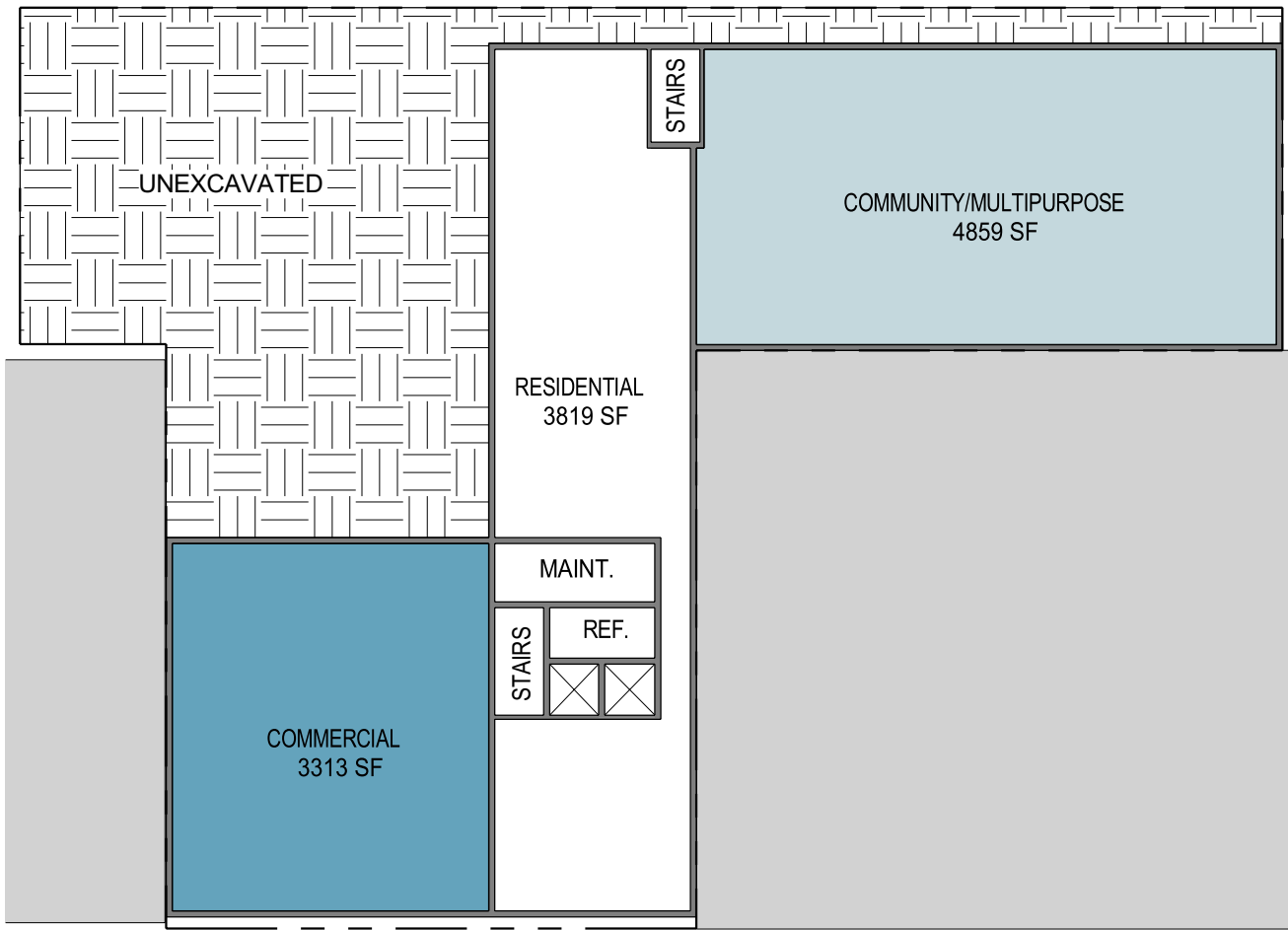
MARKET RATE UNITS ON PARKING SITE  
TESTFIT 1 VERSION 2  
FLOORS 2 - 8 - PARKING SITE  
SCALE 1/32 = 1' - 0"

**152 UNITS AT PARKING SITE:** 1 BR = 104 UNITS

LISC

2 BR = 40 UNITS  
3 BR = 8 UNITS

LISC  
ONENESS CDC  
125 E 3RD ST, MT. VERNON, NY  
10/11/24



FRANKLIN AVENUE

EAST 3RD STREET

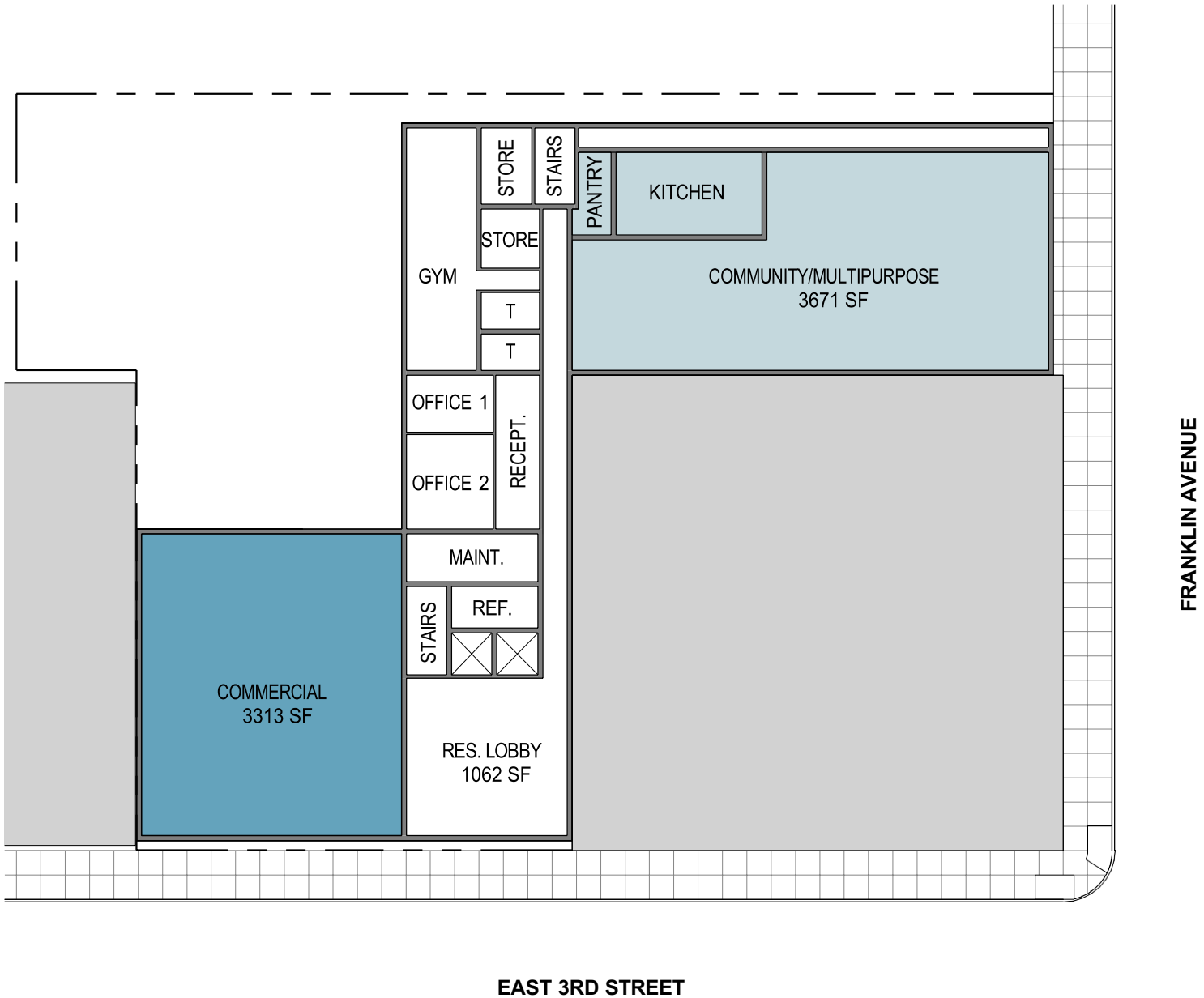
**13,771 SF** GROSS FLOOR AREA

SENIORS ON CHURCH SITE  
 TESTFIT 1 VERSION 3  
 CELLAR FLOOR PLAN - CHURCH SITE  
 SCALE 1/32 = 1' - 0"

LISC

LISC  
 ONENESS CDC  
 125 E 3RD ST, MT. VERNON, NY  
 10/11/24





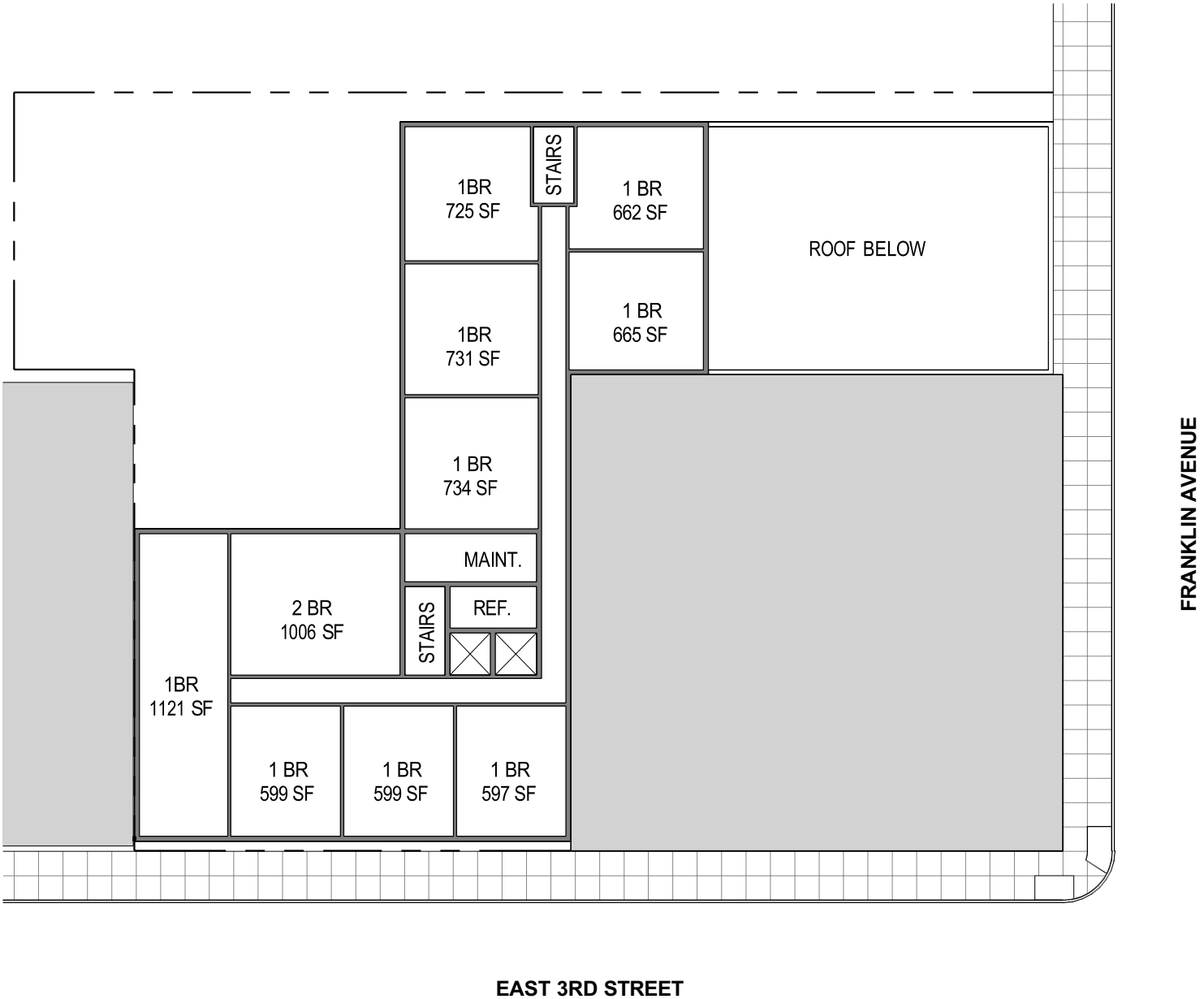
**13,771 SF** GROSS FLOOR AREA

SENIORS ON CHURCH SITE  
 TESTFIT 1 VERSION 3  
 1ST FLOOR PLAN - CHURCH SITE  
 SCALE 1/32 = 1' - 0"

LISC

LISC  
 ONENESS CDC  
 125 E 3RD ST, MT. VERNON, NY  
 10/11/24





**10,104 SF** GROSS FLOOR AREA

**10 UNITS PER FLOOR:** 1 BR = 9 UNITS PER FLOOR  
2 BR = 1 UNIT PER FLOOR

**80 UNITS AT CHURCH SITE:** 1 BR = 72 UNITS  
2 BR = 8 UNITS

SENIORS ON CHURCH SITE  
TESTFIT 1 VERSION 3  
FLOORS 2 - 8 - CHURCH SITE  
SCALE 1/32 = 1' - 0"

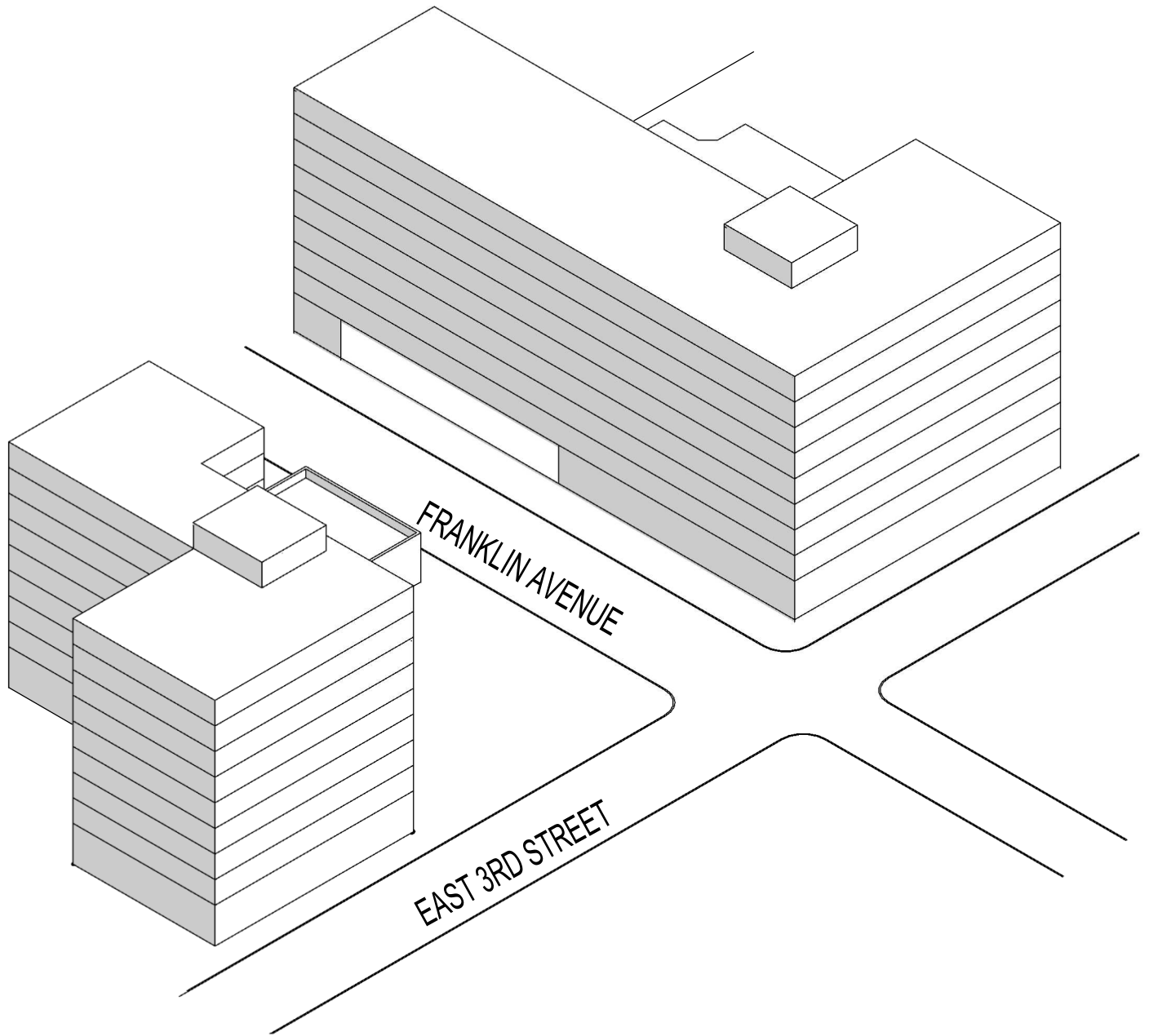
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ONENESS CDC  
125 E 3RD ST, MT. VERNON, NY  
10/11/24





**Attachment A.2- Concept Plan (Cellar and Ground Floor Parking)**

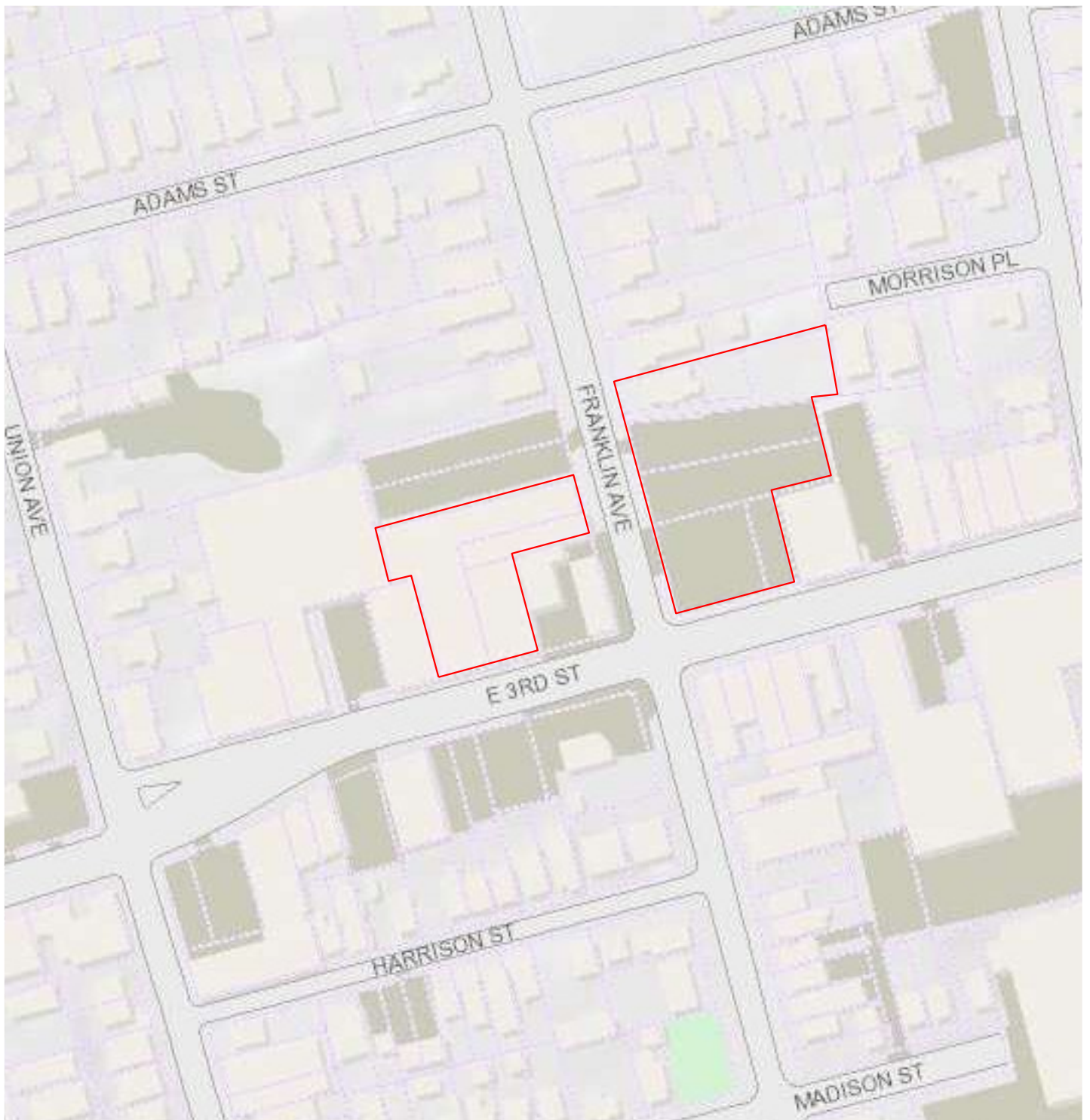


OVERALL SITE  
TESTFIT 2  
3D MASSING MODEL

LISC

LISC  
ONENESS CDC  
125 E 3RD ST, MT. VERNON, NY  
10/11/24





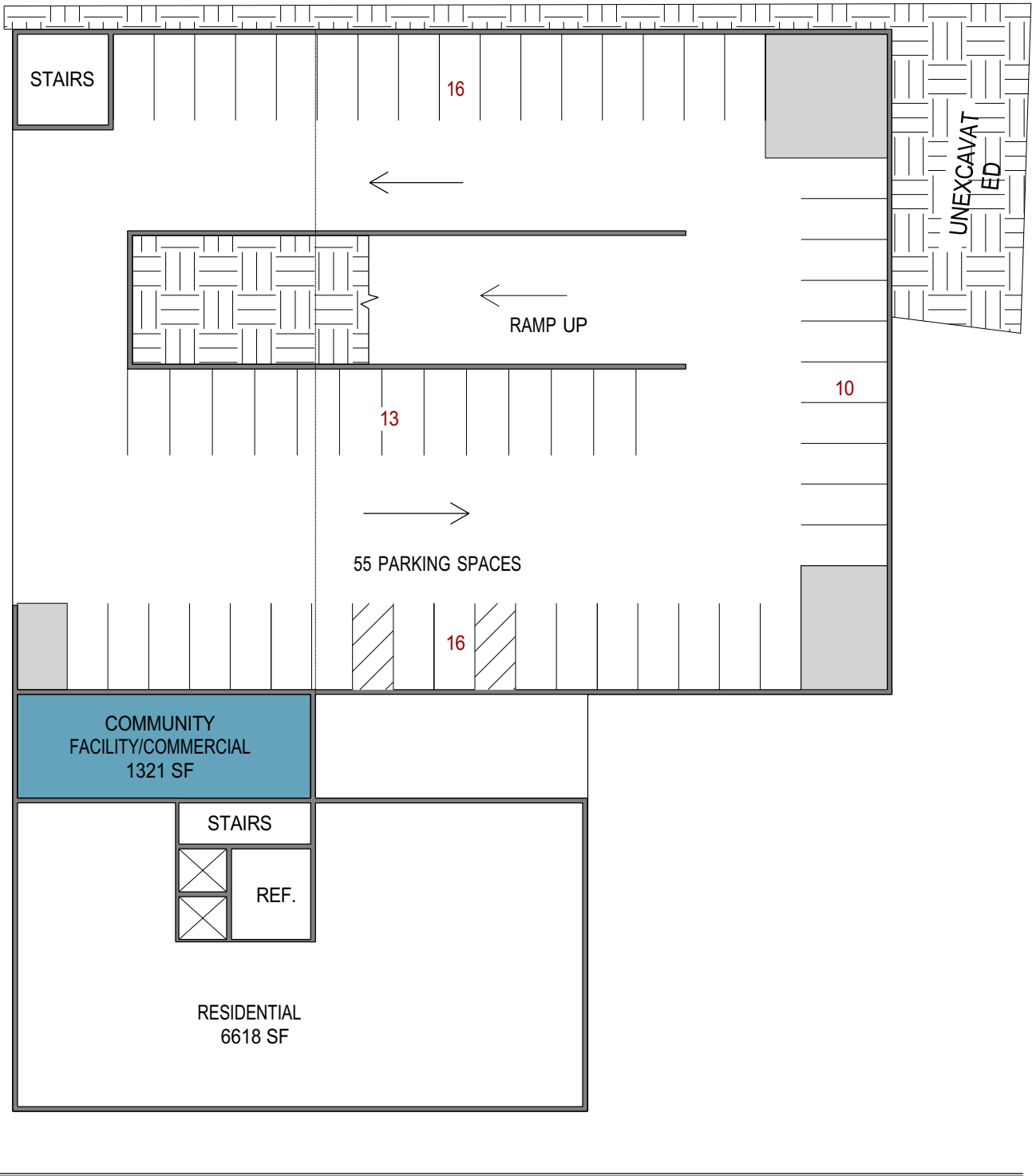
OVERALL SITE  
TESTFIT 2  
SITE PLAN

LISC

LISC  
ONENESS CDC  
125 E 3RD ST, MT. VERNON, NY  
10/11/24



FRANKLIN AVENUE



EAST 3RD STREET

**9,698 SF** GROSS FLOOR AREA

MARKET RATE UNITS ON PARKING SITE  
TESTFIT 2 VERSION 1  
CELLAR FLOOR PLAN - PARKING SITE  
SCALE 1/32 = 1' - 0"

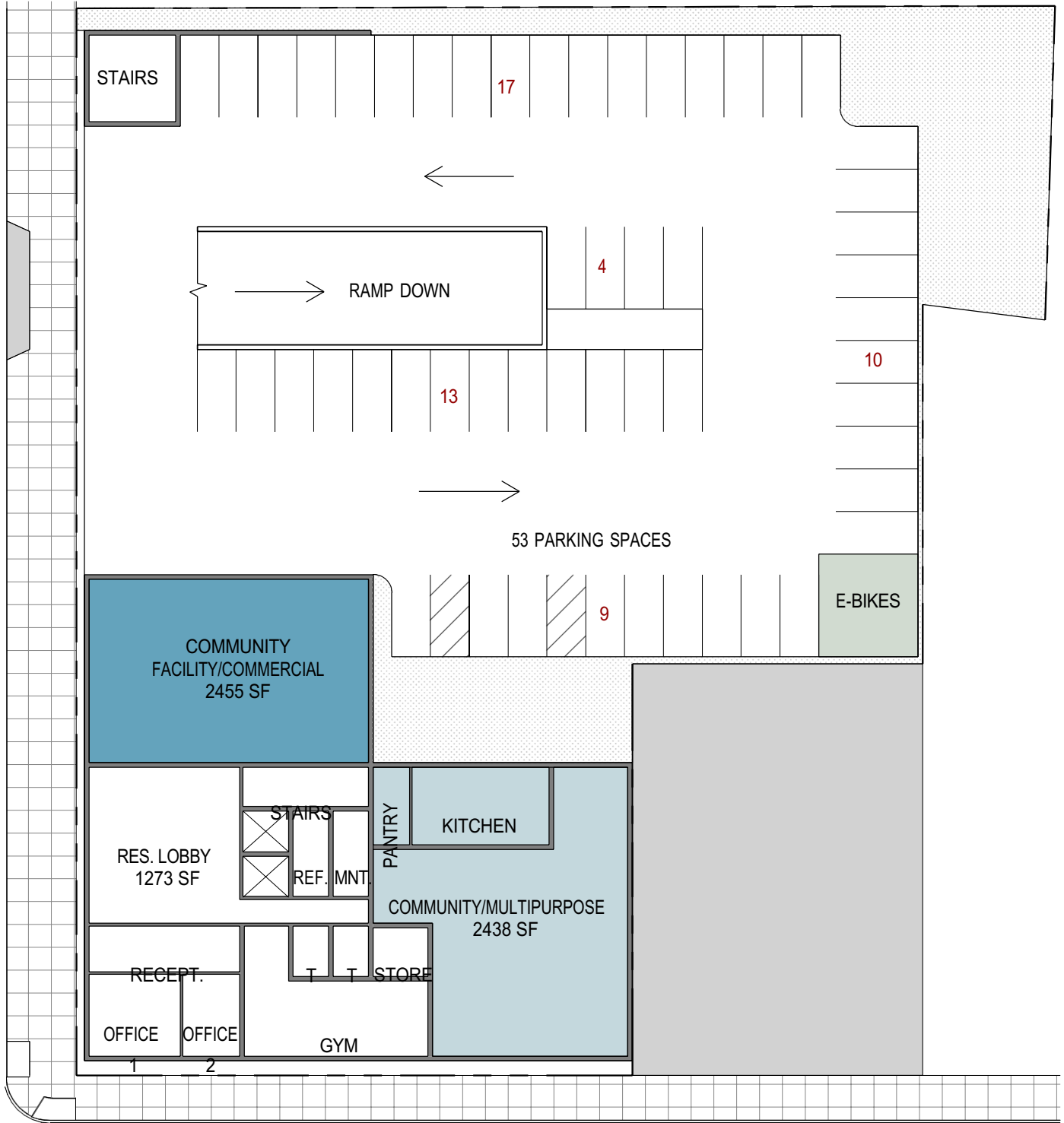
LISC

LISC  
ONENESS CDC  
125 E 3RD ST, MT. VERNON, NY  
10/11/24



**ESKW/Architects**

FRANKLIN AVENUE



EAST 3RD STREET

MARKET RATE UNITS ON PARKING SITE  
 TESTFIT 2 VERSION 1  
 1 ST FLOOR PLAN - PARKING SITE  
 SCALE 1/32 = 1' - 0"

LISC

LISC  
 ONENESS CDC  
 125 E 3RD ST, MT. VERNON, NY  
 10/11/24



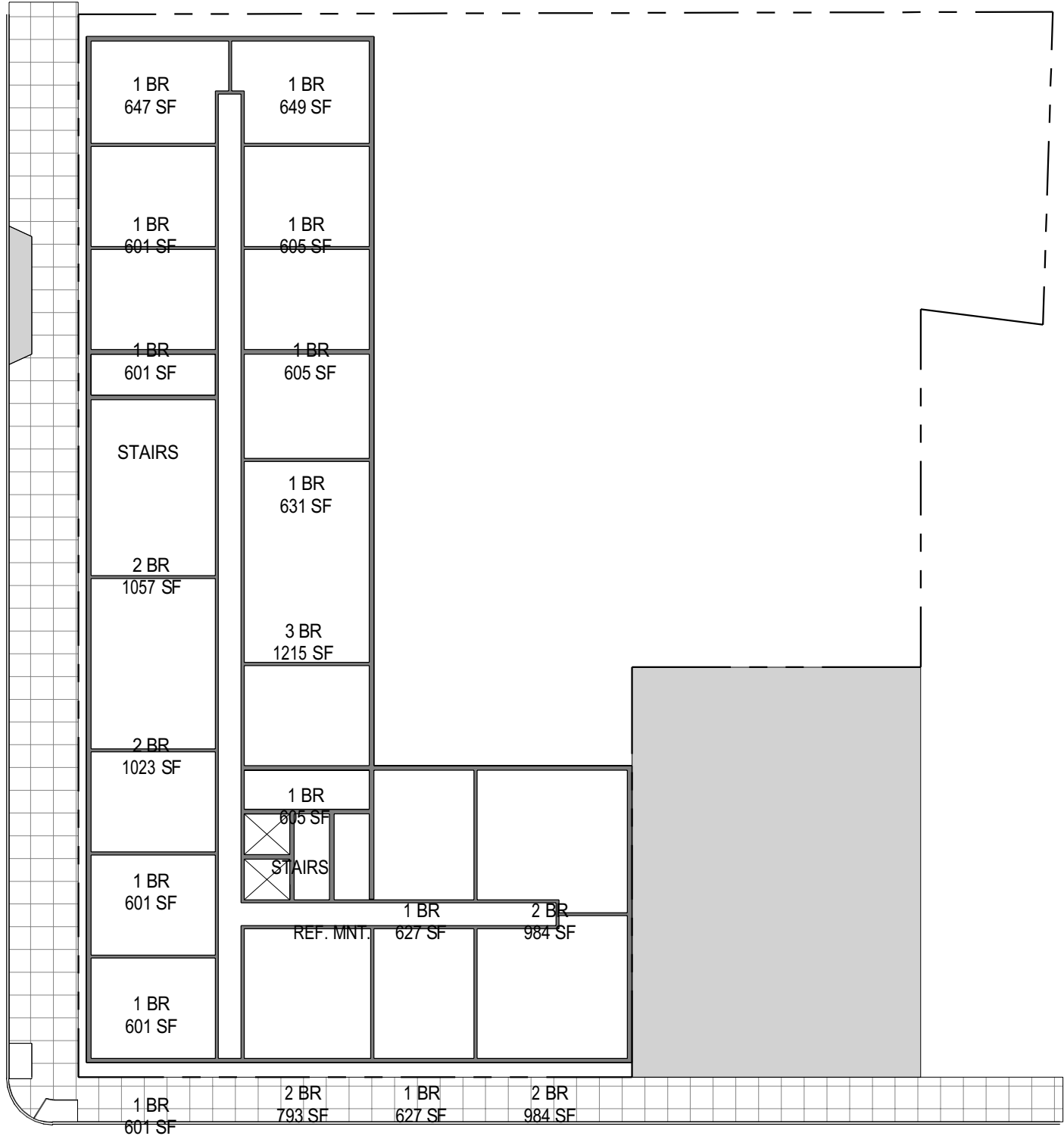
**10,887 SF** GROSS FLOOR AREA

MARKET RATE UNITS ON PARKING SITE  
TESTFIT 2 VERSION 1  
1 ST FLOOR PLAN - PARKING SITE  
SCALE 1/32 = 1' - 0"

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ONENESS CDC  
125 E 3RD ST, MT. VERNON, NY  
10/11/24

FRANKLIN AVENUE



EAST 3RD STREET

**17,952 SF** GROSS FLOOR AREA

2 BR = 40 UNITS  
3 BR = 8 UNITS

**19 UNITS PER FLOOR:** 1 BR = 13 UNITS PER

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ONENESS CDC  
125 E 3RD ST, MT. VERNON, NY  
10/11/24



**ESKW/Architects**

FLOOR  
2 BR = 5 UNITS PER FLOOR  
3 BR = 1 UNIT PER FLOOR

152 UNITS AT PARKING SITE: 1 BR = 104 UNITS

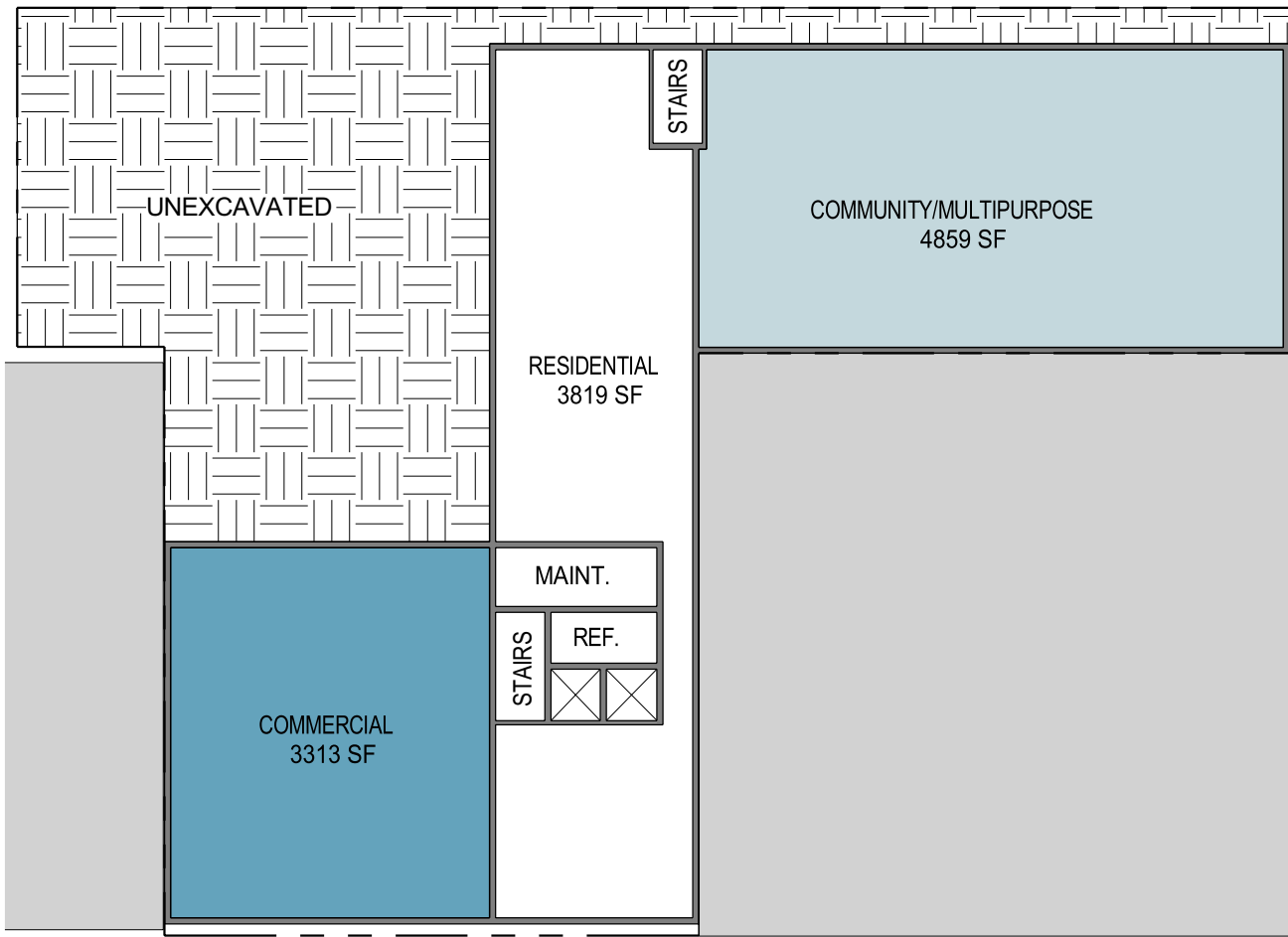
MARKET RATE UNITS ON PARKING SITE  
**TESTFIT 2 VERSION 2**  
FLOORS 2 - 8 - PARKING SITE  
SCALE 1/32 = 1' - 0"

LISC

2 BR = 40 UNITS  
3 BR = 8 UNITS

LISC  
ONENESS CDC  
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10/11/24





EAST 3RD STREET

FRANKLIN AVENUE

**13,771 SF** GROSS FLOOR AREA

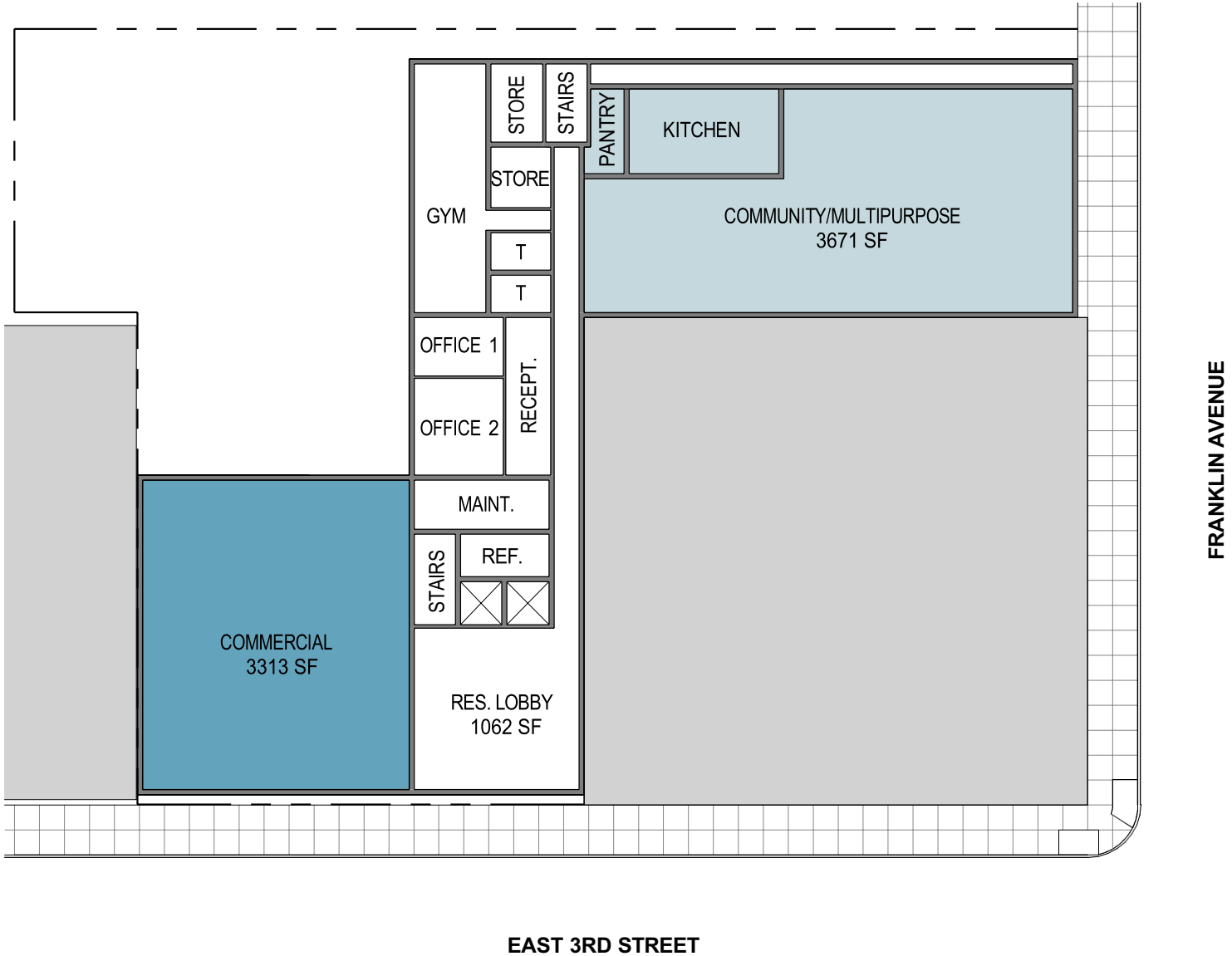
SENIORS ON CHURCH SITE  
 TESTFIT 1 VERSION 3  
 CELLAR FLOOR PLAN - CHURCH SITE  
 SCALE 1/32 = 1' - 0"

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LISC  
 ONENESS CDC  
 125 E 3RD ST, MT. VERNON, NY  
 10/11/24



**ESKW/Architects**



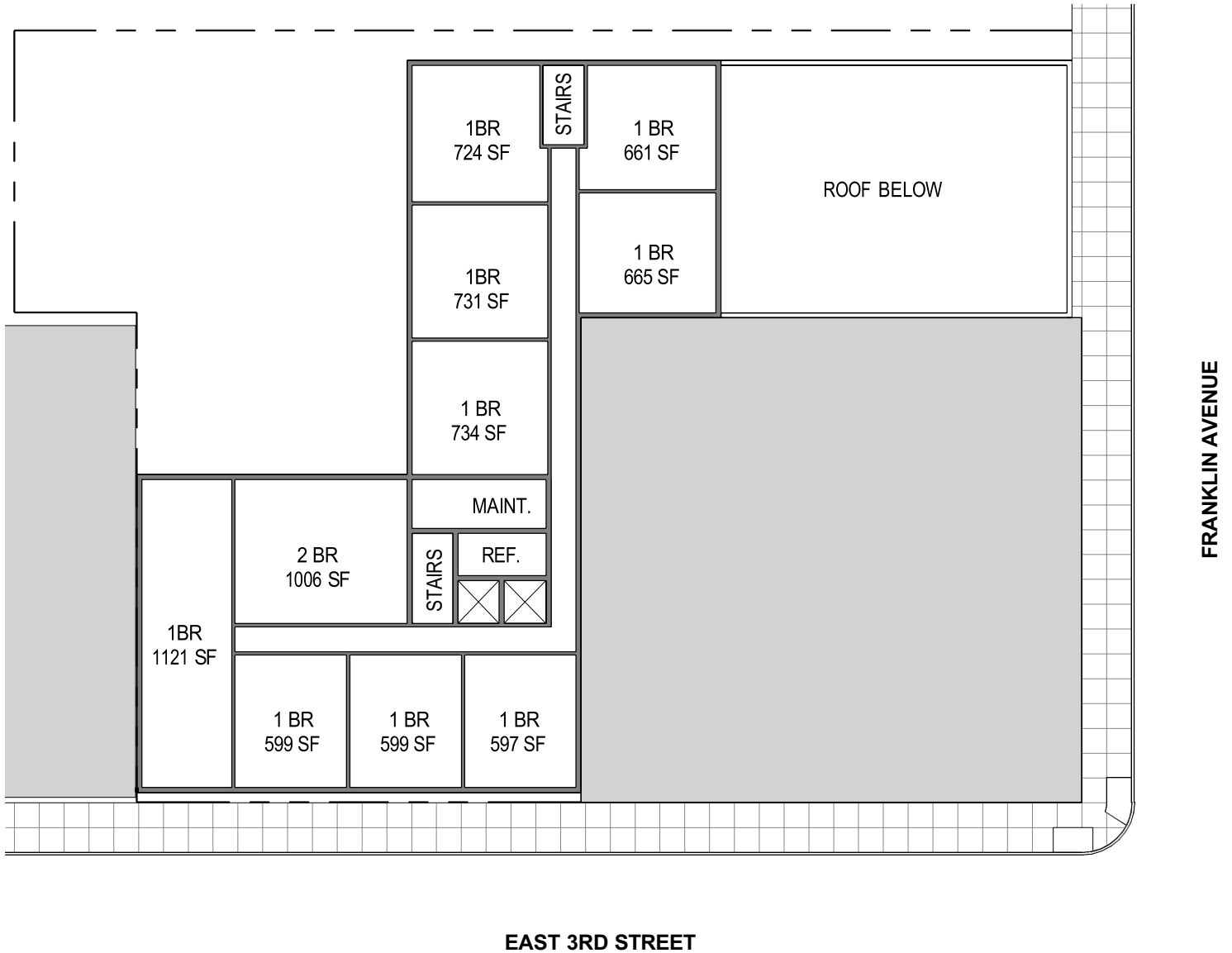
**13,771 SF** GROSS FLOOR AREA

SENIORS ON CHURCH SITE  
 TESTFIT 1 VERSION 3  
 1ST FLOOR PLAN - CHURCH SITE  
 SCALE 1/32 = 1' - 0"

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 10/11/24





**10,104 SF** GROSS FLOOR AREA

**10 UNITS PER FLOOR:** 1 BR = 9 UNITS PER FLOOR  
2 BR = 1 UNIT PER FLOOR

**80 UNITS AT CHURCH SITE:** 1 BR = 72 UNITS  
2 BR = 8 UNITS

SENIORS ON CHURCH SITE  
TESTFIT 1 VERSION 3  
FLOORS 2 - 8 - CHURCH SITE  
SCALE 1/32 = 1' - 0"

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10/11/24



**Exhibit A – 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. They are (owner, partner, officer, representative or agent) of \_\_\_\_\_

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

2. They are 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 \_\_\_\_\_ 2024

Notary Public

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

## **Exhibit B– Residential Development Experience Worksheet**





