



Co-Developer Partner for Development Project

RFQ 1.17.2024: Co-Developer Partner for Development Project

Publication of Request: January 17, 2024, at 12:00pm

Submission of Response Deadline: February 17, 2024, at 12:00pm

The Housing Authority of the City of Fort Wayne, Indiana and its affiliated entities d/b/a Fort Wayne Housing Authority (“FWHA”) seeks proposals from interested and qualified individuals and/or companies who have experience with development projects.

The scope of work must address all necessary labor, materials, equipment, transportation, and supervision necessary to complete the process. *The Respondents to the RFQ are expected to provide the services outlined below and provide FWHA with a detailed analysis and methodology to manage the following Scope of Work:*

- ❖ **SCOPE OF WORK:** FWHA is seeking responses from an experienced professional or team of professionals to co-develop a new construction housing development project in partnership with FWHA or its non-profit affiliate. FWHA, or its non-profit affiliate, will serve as the Co-developer with a Development Company that is experienced in the areas of affordable and market rate housing. FWHA, along with the Co-developer, shall select the other key members of the team which may include architectural, legal, construction, management and financial services. Specific items are detailed in the specifications contained herein.
 - **FWHA’s Role** (this list is not necessarily all-inclusive):
 - Engage with the selected Co-developer in the overall development process including decisions affecting the development and management of the project(s).
 - Interface with HUD and other municipal entities.
 - Interface with FWHA and obtain approval to transfer ownership of property along with other approvals as needed (building, zoning etc.)
 - Public relations between development and the community.
 - May provide some guarantees to be negotiated with the selected Co-developer and various lenders, investors and syndicators.
 - Assist in applying for local/state/federal funding to help support the development.
 - May provide up to \$100,000 in pre-development loan funds for market study, appraisals, and other pre-development activities.
 - May provide properties for re-development.
 - Maintain Co-ownership control of all properties as leased or until sold (through either FWHA or its non-profit affiliate).
 - Establish a financial structure that allows it to participate in a stream of income from the development, including the developer’s fee, cash flow and incentive management fees, etc.
 - Provide historical operating costs to develop detailed operating budgets showing at least 20-year projections.

- Assist with Section 3 and Davis-Bacon compliance.
 - Coordinate community and supportive services.
 - Assist with design, construction and quality control of the development.
 - Comply with Section 504 of the Rehabilitation Act, as amended, and the rules and regulations there under, with regard to provision of accessible housing.
 - Secure Project Based Vouchers as needed.
 - Work with co-developer to apply for Tax Credits and Bond Financing or other investment tools if appropriate.
 - May participate in sales, leasing and waitlist management if appropriate.
- **Co-Developer's Role** (this list is not necessarily all-inclusive):
- Obtain all permits, approvals, and environmental clearances.
 - Hire professional services such as environmental, architectural, engineering, marketing accountant, legal as needed.
 - Hire general contractor and all trades contractors.
 - Arrange financing and provide all required guarantees which exceed those which can be provided by the FWHA because of its nonprofit & governmental status.
 - Assist with Low Income Housing Tax Credit application to IHCD, Federal Home Loan Bank, and other applications as needed.
 - Assist in developing training and employment opportunities.
 - Comply with Section 3 requirements.
 - Encourage participation by MBE, WBE and Section 3 firms.
 - Ensure compliance with Davis-Bacon as required.
 - Develop a cost-effective construction strategy and implementation schedule.
 - Work with FWHA and consultant to develop detailed project budget or operating proformas.
 - Assist FWHA in compiling data for regular monthly reports on the progress of development efforts, including work completed, associated costs, and schedule.
 - Assist with resident relocation timeframe and efforts as needed.
 - Oversee asset management functions as required through lease-up, conversion to permanent financing and/or Sale to owner occupants.

- **Required Experience:** Each Respondent must have the following:
 - Experience in those developments designed specifically for urban areas with mixed income, mixed type and mixed use communities.
 - Experience in maximizing the use of various financing vehicles.
 - Experience in managing the construction housing communities.
 - Expertise with local government authorities which regulate the permits and utilities.
 - Experience with rental housing operations and for-sale dispositions.
 - Expertise in housing developments that combine affordable housing with market rate progression opportunities.
 - Expertise in regulatory compliance issues.
 - Expertise with Section 3, Davis-Bacon, and W/MBE compliance.
 - The Co-Developer partnership shall be negotiated based on the requirements of the funding sources.
- ❖ *This Scope of Work is used to gain an understanding of Respondent services and costs. It may not be the full scope of a future contract with the chosen Respondent.*

The remainder of this page was left intentionally blank.

Responses should be provided in the following format: **Responses should be received as one (1) electronic version (via email, upload or flash drive)**. Marked page separators should clearly identify each section to facilitate quick reference and comparison to the material submitted by other respondents. Brevity will be appreciated. Responses should address all items requested in this RFQ including, but not limited to, the following:

A. Letter of Transmittal:

1. Include a letter of transmittal bearing the signature of an authorized representative of the respondent and the name and email address of the individual authorized to negotiate services and costs with the FWHA.

B. Section 1—Vendor Information:

1. Provide general information that best represents the respondent's company.
2. Describe those factors that differentiate the respondent's service from other such vendors.
3. Provide proof that the respondent has at least \$500,000 of General Liability, \$500,000 of Automobile Liability and \$1,000,000 of Professional Liability Insurance, including errors and omissions.
4. Affirm that your organization is properly licensed to perform this type of service in the State of Indiana.

C. Section 2—Capacity to Provide Professional Services in a Timely Manner:

1. Describe the methodology that the respondent proposes to provide the services described in the Scope of Work. Include information on proposed staffing and the equipment that will be needed to provide these services.
2. Describe the specific deliverables that the respondent will provide supported by a timeline for providing these deliverables.
3. State whether your organization is national, regional or local. State the local address of your firm.

D. Section 3—Staff Experience and Organization:

1. Show the experience of the key personnel anticipated to be assigned to this project relative to projects of similar size and nature. Specifically, show the experience that the key personnel have in working with each other on previous projects.
2. Provide a staffing plan of who will be responsible for the specific tasks identified in the Scope of Work.
3. Describe any partnerships your organization has used to complete a project.

E. Section 4—Organizational Experience:

1. Demonstrate the respondent's most recent experience developing projects of mixed income, and mixed type with the scope and complexity of a large scale new construction housing project within the last five (5) years. Describe the details of project from start to finish.
2. Demonstrate any other experience that supports the development of housing in similar communities that FWHA serves.

F. Section 5—Submission of Required Documents:

1. Provide at least five references for the recent projects that are similar to the services requested in this RFQ. Provide name of point of contact, entity, telephone number, and title of references.

G. Section 6—Section 3:

1. Preference points will be given to any respondent that can attest to being a Section 3, MBE or WBE Business Entity. Please provide an Employee listing if Section 3 is applicable.

The remainder of this page was left intentionally blank.

RESPONSE EVALUATION:

1. Evaluation Factors: The following factors will be utilized by FWHA to evaluate each Response submittal received; award of points for each listed factor will be based upon the documentation that the respondent submits within his/her Response submittal:

NO.	Max Point Value	Factor Type	Factor Description
1	35 Points	Subjective	The respondent's most RECENT DEMONSTRATED EXPERIENCE involving the development of mixed income, mixed type new construction housing (including managing costs, schedules, development team members and performance requirements) of development work as confirmed by references.
2	10 Points	Subjective	The respondent's DEMONSTRATED UNDERSTANDING of the REQUIREMENT.
3	15 Points	Subjective	The APPROPRIATENESS of the TECHNICAL APPROACH (including labor categories, estimated hours and skill mix) and the QUALITY of the WORK PLAN.
4	20 Points	Subjective	The respondent's TECHNICAL CAPABILITIES (in terms of personnel, equipment and materials) and the MANAGEMENT PLAN (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
5	15 Points	Subjective	The respondent's OVERALL DEVELOPMENT EXPERIENCE in performing any similar work or other work elements that the respondent has successfully completed which supports a similar development opportunity in a similar community.
6	5 Points	Subjective	The OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE RESPONSE SUBMITTED , based upon the opinion of the evaluators.
	100 POINTS		TOTAL POINTS (other than preference points)

- 1.1 Preference Evaluation Factor: The following factors will be utilized to evaluate each Response submittal received:

NO.	Max Point Value	Factor Type	Factor Description
7a	5 Points	Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: A firm must qualify for Section 3 status.
7b	5 Points	Objective	MBE PREFERENCE PARTICIPATION: A firm must qualify for MBE status.
7c	5 Points	Objective	WBE PREFERENCE PARTICIPATION: A firm must qualify for WBE status.
7d	5 Points	Objective	SBE PREFERENCE PARTICIPATION: A firm must qualify for SBE status.
	20 POINTS		MAXIMUM PREFERENCE POINTS (additional)

120 TOTAL POSSIBLE POINTS

FWHA's RESERVATION OF RIGHTS:

Definitions:

Respondent – Company or individual responding to the RFQ

Contractor – Company or individual who is awarded the contract.

FWHA reserves the right to:

1. FWHA reserves the right to reject any or all Responses, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by the FWHA to be in its best interests.
2. FWHA reserves the right not to award a contract pursuant to this RFQ.
3. FWHA reserves the right to terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon fourteen (14) days written notice to the successful Respondent(s).
4. FWHA reserves the right to determine the days, hours and locations that the successful Respondent(s) shall provide the services called for in this RFQ.
5. FWHA reserves the right to retain all Responses submitted and not permit withdrawal for a period of sixty (60) days after the deadline for receiving Responses without the written consent of the FWHA Contract Administrator (CA).
6. FWHA reserves the right to negotiate the fees proposed by the Respondent entity. If such negotiations are not, in the opinion of FWHA's CA, successfully concluded within a reasonable timeframe as determined by FWHA, FWHA shall retain the right to end such negotiations.
7. FWHA reserves the right to reject and not consider any Response that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete Responses and/or Responses offering alternate or non-requested services.
8. FWHA shall have no obligation to compensate any Respondent for any costs incurred in responding to this RFQ.
9. FWHA shall reserve the right to at any time during the RFQ or contract process to prohibit any further participation by a respondent or reject any Response submitted that does not conform to any of the requirements detailed herein. Each prospective respondent further agrees that he/she will inform FWHA's CA in writing within five (5) days of the discovery of any item that is issued thereafter by FWHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve FWHA, but not the prospective respondent, of any responsibility pertaining to such an issue.
10. FWHA reserves the right, prior to award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFQ documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on FWHA's website www.fwha.org under Business Opportunities. Such changes that are issued before the Response submission deadline shall be binding upon all prospective respondents.

11. In the case of rejection of all Responses, FWHA reserves the right to advertise for new Responses or to proceed to do the work otherwise, if in the judgment of FWHA, the best interest of FWHA will be promoted.
12. FWHA reserves the right to, without any liability; cancel the award of any Response(s) at any time before the execution of the contract documents by all parties.
13. FWHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to FWHA, if:
 - 13.1 Funding is not available,
 - 13.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 13.3 FWHA's requirements in good faith change after award of the contract.
14. FWHA reserves the right to make an award to more than one respondent based on ratings and to award with or without negotiations or a "Best and Final Offer" (BAFO).
15. FWHA reserves the right to require additional information from all respondents to determine level of responsibility. Such information shall be submitted in the form required by FWHA within two (2) days of written request.
16. FWHA reserves the right to amend the contract any time prior to contract execution.
17. FWHA reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this RFQ and any resulting contract.
18. FWHA reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the respondent regardless of their inclusion in the reference section of the Response submittal.
19. In the event any resulting contract is breached, prematurely terminated or cancelled due to non-performance and/or withdrawal by the Contractor, FWHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between existing Contracted rate and new Contract rate) beginning the date of Contractor's termination, breach and/or cancellation through the contract expiration date.
20. FWHA reserves the right to require the Contractor to replace any employee, subcontractor, or other individuals and/or entities, found to be unacceptable, performing work under any contract resulting from this RFQ. Replacement shall occur within two (2) days of notification by FWHA.

The contact person will be Dana Christian, Development Manager. She can be contacted via email only at dchristian@fwha.org.

The remainder of this page was left intentionally blank.