



Town of Bluffton Request for Proposals RFP # 2019-20

Development of Affordable / Workforce Housing, 1095 May River Road

1. PURPOSE

The Town of Bluffton, South Carolina (Town) is seeking proposals from interested and qualified firms or joint ventures with past, proven, positive experiences in developing high-quality affordable housing solutions through all of the major development milestones, such as financing and construction, through marketing for sale and long term management. The Request for Proposal (RFP) schedule contemplates proposal submittal, then request for oral presentations from firms with the top ranked submittals. The target start date for contract award is **March, 2019**.

The Town of Bluffton is committed to improving the quality of families and communities, by helping to develop, produce and/or assist with low-cost affordable and/or workforce (affordable) housing in safe neighborhoods including rental units and home ownership programs. The 2018-2019 Strategic Plan adopted by Town Council included a seventh Strategic Focus Area – Affordable and/or Workforce Housing. This focus area is tied to four (4) guiding principles that identifies action items, creating a work plan for Town Council and Staff. As a regional leader, we will maximize strategic public/private partnerships and enhance ordinances/policies while continuing to provide and seek opportunities for meeting our community's future housing needs.

The subject property is a 1.78 acre parcel located at 1095 May River Road (Site Property) which was acquired by the Town of Bluffton specifically for the purpose of developing affordable / workforce housing. Identified on the Beaufort County Tax Assessor's Map as Parcel R610 039 000 0498 000, the property is zoned Residential General (RG) in the Highway Corridor Overlay district. Situated on the northern side of May River Road, west of Buck Island Road, the property is heavily wooded and undeveloped.

It is estimated that the property could be developed to contain up to 14 residential units with an area for common use. The estimated 14 residential units is based on the density bonus allowed per Article 6 Sustainable Developments and Incentives of the [Unified Development Ordinance \(UDO\)](#). The UDO is the regulatory document used for the development of this site. The Town is seeking proposals suggesting financing, design, construction, marketing, and management options.

At any time during the solicitation process, the Town of Bluffton reserves the right to refuse any and all sealed proposals and to waive any technicalities and formalities. The Town of Bluffton reserves the right to negotiate

with all qualified Proposers. The Town may cancel this solicitation in part or in its entirety at any time during the solicitation process if it is in the Town's best interest to do so.

2. SOLICITATION TERMS and CONDITIONS

Proposers Responsibility

While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, each prospective Proposer is urged to conduct its own investigations into the material facts and the Town shall not be held liable or accountable for any error or omission in any part of this RFP.

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of a contract and to verify any representations made by the Town upon which the Proposer will rely. If the Proposer receives an award because of its submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Proposer for additional compensation or relief.

A Proposer, by submitting a proposal represents that the Proposer has read and understands the Request for Proposals requirements and its response is made in accordance therewith and that the Proposer is familiar with the local conditions under which the awarded Proposer must perform.

It is incumbent upon each prospective Proposer to carefully examine these requirements, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing in accordance with procedures set forth herein. The Town will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

Questions and Inquiries

Questions and inquiries must be received by **12:00 pm on Monday, January 7, 2019**. Replies will be issued through an addendum within the Bid Opportunities section of the Town's website at www.townofbluffton.sc.gov. It is the Proposer's responsibility to check the website periodically to determine if an addendum has been issued. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by potential firms in submitting their qualifications statement. Receipt of all addenda shall be acknowledged by the firm signing and enclosing said addendum acknowledgement with their proposal.

Questions and inquiries regarding this solicitation shall be submitted to:

Kevin Icard
Planning & Community Development Manager
Town of Bluffton
kicard@townofbluffton.com

Restricted Discussion

All prospective Proposers are hereby instructed not to contact any member of the Town of Bluffton Council, the Town Manager or Town of Bluffton staff members, other than the noted contact person OR the Town's Purchasing Administrator regarding this RFP or their response at any time during the RFP process. Any such contact shall be cause for rejection of your submittal

Submittal of Proposal

Sealed proposals shall be received by or prior to:

2:00 pm, Thursday, February 7, 2019

The closing date and time shall be scrupulously observed. Packages containing submittals shall be presented as such that they may be easily identified. The outside of the package shall be identified as follows:

**RFP # 2019-20
Development of Affordable / Workforce Housing, 1095 May River Road
Town of Bluffton
Attn: Kevin Icard**

Packages containing submittals and being delivered by postal, freight carrier, courier or in person shall be sent to:

**Town of Bluffton
20 Bridge Street
Bluffton, South Carolina 29910**

Public Opening of Proposals

To ensure proper accommodations for all participants and attendees of the public opening, the public opening will be held immediately following the deadline at 20 Bridge Street on the date and time specified below:

2:15 pm, Thursday, February 7, 2019

No packages will be accepted at the Public Opening. Packages must be submitted to the Town Hall location prior to the deadline to be considered. Packages mailed or hand delivered to the Rotary Community Center will be rejected.

The names of the firms submitting qualifications packages will be read aloud and recorded. No other information will be provided to the public until after a final contract has been awarded.

Late Submittals

Under no circumstances shall qualifications statements be delivered after the time specified; such submittals will be returned unopened to the submitting firm. The Town will not be responsible for late deliveries or delayed mail. It is the firm's sole responsibility to assure that his/her submittal is complete and delivered at

the proper time and place prior to the deadline. Submittals which for any reason are not delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable.

Acceptance / Rejection

The Town reserves the right to accept or reject any or all proposals. The Town also reserves the right to waive any irregularities, informalities, or technicalities and may at its discretion, request a new solicitation.

Receipt of a proposal does not indicate that the Town of Bluffton has pre-determined a company's qualifications to receive an award or contract. Such determination will be made after the opening and will be based on the Town's evaluation of the proposals compared to the specific requirements and qualifications of a firm as contained and described in this document.

Proprietary and/or Confidential Information

A proposal is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. A firm that cannot agree to this standard should not submit a proposal.

All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. All information not so denoted and identified may be subject to disclosure by the Town.

Award

Award will be made to the Proposer who submits the overall proposal that is judged to provide the most advantageous and best value to the Town. In determining the most advantageous proposal, the Town reserves the right to consider criteria, such as, but not limited to, cost, quality, workmanship, past experience, ability, capability, reputation, and past performance. The Town may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

Local Preference

The Local Vendor Preference program has been implemented by the Town of Bluffton under the Town of Bluffton Ordinance No. 2010-13. The ordinance allows the Town to implement more favorable evaluation criteria for vendors that are certified as local vendors. Any vendor certified as a local vendor shall be given preference in the following manner:

A. Definition of a Certified Local Vendor:

- Company maintains a local office within the legally defined boundaries of Beaufort County; has a majority of full time employees, chief officers and managers regularly conducting work at this location; properly licensed for commercial operations; is open to the public; and is in compliance with local zoning requirements;
- Company has held a valid Town Business License for a consecutive period of at least two (2) years prior to application for certification; and

- Company has submitted a Local Preference Certification statement and is on file.

B. Evaluation Processes:

- Selection criteria shall include (as applicable) the local vendor preference program or demonstrated local content with a minimum weighting of five (5) percent

3. QUALIFICATIONS

At a minimum, and to be considered a responsible proposer, the individuals and/or firm must:

- A. Currently possess or be willing to obtain a Town of Bluffton Business License if contract is awarded;
- B. Have at least three (3) recent examples of past, proven and positive experiences in providing the services requested;
- C. Provide at least one (1) client reference per past performance cited;
- D. Demonstrate the ability to provide the requested services by detailing a team with the requisite architectural, engineering, developmental, financing, legal, marketing and long term management experience;

4. SCOPE OF SERVICES

Scope of Work

The Town of Bluffton is owner in fee simple of a 1.78 acre parcel of land located at 1095 May River Road in the Town of Bluffton. It is currently zoned Residential General (RG) in the Highway Corridor Overlay District, allowing for moderate density residential use. It is estimated that the property could be developed to contain up to 14 residential units with an area for common use.

Due diligence on the property attached hereto includes a survey, title, geotechnical engineering report, and Phase I environmental site assessment.

The successful Proposer will be an experienced developer or a strategic team who will propose:

- A schedule of major milestones, including suggested financing, permitting, and construction;
- A coordination plan allowing the Town of Bluffton Growth Management Department and the Affordable Housing Committee approval on interim development milestones;
- An architectural style suitable for its location adjacent to the Old Town Bluffton historic district;
- Marketing and pricing strategy to dovetail with the Town of Bluffton's strategic plan goal of providing affordable / workforce housing;
- A long term public-private partnership program plan to maintain the purpose and integrity of affordable / workforce housing through a long term commitment;
- Potential incentives the Town of Bluffton could provide to help offset the soft costs of development.

Insurance

The awarded vendor shall provide and maintain at all times during the term of the contract, without cost or

expense to the Town, policies of insurance, with a company or companies authorized to do business in the State of South Carolina, and which are acceptable to the Town, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for a timely provision of certificate(s) of insurance to the Town at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Town within five (5) working days of such request and must be received and accepted by the Town prior to contract execution and/or before any work begins.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

- A. **Workers Compensation** – The Selected Vendor shall agree to maintain Worker’s Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.
- B. **Business Auto Policy** – The Selected Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles.
- C. **Commercial General Liability** – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.
- D. **Professional Liability** – The Selected Vendor shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.
- E. **Additional Insured Requirements** – Except as to Workers’ Compensation and Employers’ Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the Town of Bluffton as additional insured to its’ Commercial General Liability as follows:

The Town of Bluffton, a municipality of the State of South Carolina, its officers, employees and agents

The certificate of insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

Delivery and Completion of Work

The Town will use the Proposer’s estimate to develop a period of performance for work to be completed. This period of performance may be adjusted at the Town’s discretion. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the Proposer(s),

except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the Proposer shall notify the Town of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the Town.

Acceptance of Services

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the Town and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the Town reserves the right to terminate the contract and will not be responsible to pay for any such service.

5. SUBMITTALS and FORMAT

By submitting a proposal, the firm certifies that it has full knowledge of the scope, nature, and quality of work to be performed. Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the scope of work and a solution that is viable and within the Town's best interests.

The Town reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each submittal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible. Failure to provide the requested information will render your proposal as non-responsive.

The submittal package shall consist of **five (5)**, one (1) signed original and **four (4)** complete copies of the Respondents proposal plus one electronic submittal in the form of a USB drive. The submittal package along with the appropriate number of copies shall be sealed and delivered no later than date and time listed above.

The contents of the proposal shall include the following:

A. Signatory Sheet

Completed, signed and certified qualifications statement.

B. Letter of Transmittal

Limit to one (1) or two (2) printed pages.

- Briefly state the firms understanding of the work to be done and the commitment to perform the work.
- Give the names of the persons who will be authorized to make representations for the firm, their titles, and contact information.
- The letter must be signed by an authorized representative of the company who has the authority to commit the company to their proposal as submitted.

C. Copy of Town of Bluffton Business License

This section shall include a copy of the firms Town of Bluffton Business License. If the firm does not currently have a license, then a letter of commitment to obtain a Town of Bluffton Business License if contract is awarded shall be inserted.

D. Firms Profile – if a Team or JV is proposed, provide details for each prime participating entity

- State whether the organization is national, regional or local and the office location responsible for this proposed work.
- Describe the roles and responsibilities of partners and subcontractors; name any subcontractors known at this time.
- Name and qualifications of key personnel (principals, management, and legal counsel) who would be assigned and have direct responsibility for fulfilling the terms of the development agreement.
- What ability does the firm have to sustain the potential loss of key personnel and still adequately meet the terms of the contract?
- Identify any litigation settled or ongoing for the previous five (5) years facing the development entity, its principals, or development partners.
- Provide statements showing the financial health of the prime entity or entities, including financial statements and/or annual report for the last three (3) years.

E. Firms Experience and Performance (Past and Current) of Comparable Projects

- Provide at least three (3) examples of the firm's proven, positive past experiences with projects of similar scope and complexity.
- Describe the structure of comparable public/private partnerships.
- Describe how each of these comparable projects was financed.
- Provide one client reference for each of the past performance examples cited. Provide the name, title, name of employer, phone number and email address for each reference.

F. Firms approach and methodology to the proposed development

- Provide elevation sketches of proposed architecture which reflects the location adjacent to Historic Old Town and plot plan sketches showing number of units and proposed use of space.
- Provide a concise description of the approach and process the firm will employ to coordinate with the Town of Bluffton Growth Management Department and the Affordable Housing Committee, particularly citing touchpoints or milestones where the Town and the Committee would have oversight or approval.
- Describe suggested sources for financing the project as well as any regulatory compliance parameters which may be associated therewith.

- Provide a schedule of major milestones, including suggested financing, permitting, and construction;
- Provide an approach to pricing and marketing the units to achieve the Town’s goal of providing affordable / workforce housing.
- Describe the long term, public-private partnership plan, assuming deed restrictions will be in effect for 25 years.
- Describe potential incentives that the Town of Bluffton might provide to help offset the soft costs of development.

G. Pricing Schedule

Firms shall detail a pricing schedule of preliminary costs including but not limited to professional services, due diligence, permitting, civil, utilities, streets and sewer, construction, site amenities, hardscape/landscape, and incentive offsets from the Town. As part of the final negotiated development agreement, the successful proposer will agree to disclose all costs and profits as part of the transparency required by a public/private partnership.

6. EVALUATION, SELECTION, NEGOTIATION and AWARD

State of South Carolina procurement code will be followed to secure the awarded firm. The contact listed within this solicitation, in coordination with the Purchasing Administrator, will be the coordinator for the selection process and the sole point of contact for all respondents. In addition to the materials provided in the written responses to this RFP, the Town may utilize site visits or may request additional material, information, interviews, presentations or references from the respondent(s) submitting a proposal or offer.

A. Evaluation Criteria

Proposals will be evaluated on the basis of the following criteria:

- i. Methodology and approach to development and marketing plan**
- ii. Methodology and approach to long term management plan**
- iii. Past performance on similar projects; references**
- iv. Firm’s profile; key personnel’s qualifications**
- v. Proposed schedule**
- vi. Proposed costs**
- vii. Proposed project financing partners**
- viii. Local vendor presence**

A points system will be given to each criteria listed through the identified weighting system:

EVALUATION CRITERIA	MAX POINTS
Methodology and approach to development and marketing plan	20
Methodology and approach to long term management plan	15
Past performance on similar projects; references	15
Firm’s profile; key personnel’s qualifications	10

Proposed schedule	10
Proposed costs	10
Proposed project financing partners	10
Local vendor presence	10
TOTAL POSSIBLE POINTS	100

B. Evaluation Method

All responsive submittals will be reviewed and evaluated by a Review and Selection Team. This three (3) to five (5) member committee approach will require selected staff to evaluate the submittals through the following processes:

- i. Individually provide a detailed review and thorough evaluation of each submittal;
- ii. Individually score each submittal utilizing the scoring method given;
- iii. Combining the scores of each individual team member to form an overall team score;
- iv. Eventual participation in a team discussion, including in-depth evaluations and group interaction after individual review and scores are achieved.

The Town reserves the right to request additional information and/or clarification of any information submitted by any respondent at any time during the evaluation process. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services as requested. The Town reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to background investigations.

Firms which exhibit the ability to provide and maintain the services requested, submit properly formatted and complete proposals, and are inclusive of all the required forms will be considered a responsive and responsible proposer.

C. Selection Method

The highest ranking firms will be invited by the Purchasing Administrator to schedule for presentations / interviews with the Town.

The Town may choose to conduct oral interviews with, or receive oral presentations from, one or more of the Proposers. The Town will not be liable for any costs incurred by a Proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

The Selection and Review team will rank all complete submittals received and formal oral presentations/interviews in order of preference and outcomes will be based on the determination of which firm will meet the needs and provide the best overall value to the Town as it pertains to the requirements of the scope of work.

D. Negotiations

The Town reserves the right to negotiate a final agreement with the top ranked proposal that meets the needs and is considered the best value to the Town of Bluffton. If a contract cannot be negotiated with the highest ranking firm, negotiations may be conducted with the second, and then the third, and so on until a satisfactory contract can be agreed upon and executed. Additionally, should the Town choose to do so, it reserves the right to provide all responsive and responsible Proposers an opportunity to submit their best and final offers.

E. Award and Contract

Award will be made in accordance with the Town of Bluffton's purchasing policy and procedures. A contract resulting from an award shall be the Town of Bluffton's purchase order and/or contract, containing the Town's terms and conditions. A sample of the contract has been attached to this solicitation for viewing. Contracts from firms submitting a proposal will not be accepted.

Attachments

1. Site Property Survey
2. Site Property Geotechnical Engineering Report
3. Site Property Phase I Environmental Site Assessment
4. Site Property Title Search
5. Site Property Concept Plan
6. Article 6 - Unified Development Ordinance