



## **Town of Bluffton Request for Proposals RFP # 2020-24**

### **Development of Affordable / Workforce Housing on Identified Parcels**

#### **1. BACKGROUND AND PURPOSE**

The Town of Bluffton, South Carolina (Town) is committed to improving the quality of life for families and communities by helping to develop, produce or assist with affordable and/or workforce 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 for affordable/workforce housing via strategic public/private partnerships and enhanced ordinances and policies to meet our community's future housing needs.

In December 2018, the Town posted a Request for Proposals for the development of Affordable and/or Workforce housing at a 1.78 acre parcel located at 1095 May River Road. After a public posting for over thirty (30) days, there were no respondents. In response, the Town and its Affordable Housing Committee retooled the request; in June 2019, the Town publicly posted a Request for Statement of Interest with four (4) subject properties and a desire to start discussions with experienced, qualified teams.

Nine (9) firms with relevant past performance submitted Statements of Interest. In October 2019, the Town scheduled discussions, not to exceed one hour, with each of the firms. During the oral exchange, the firms presented their preliminary ideas for development of Affordable and/or Workforce housing at one or more of the subject properties.

Now, the Town is seeking written proposals from those firms who have demonstrated their interest by responding to the Request for Statement of Interest with their qualifications and their past, proven, positive experiences in developing high-quality affordable housing solutions through all of the major development milestones including such as financing, construction, regulatory compliance, marketing for sale, and long-term management. The final objective is the development of one or more public/private partnerships to develop the identified parcels. Responding firms are eligible to submit proposals on one, two, three or all four of the subject properties; each proposal should be specific to the unique characteristics of the parcel to include its size, zoning, adjacent uses, etc.

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.

### **Optional Workshops with Staff**

Town Staff will be available to review the Unified Development Ordinance, Buckwalter Development Agreements & Concept Plan, and answer questions about what is permissible by right. The workshops will be available to all vendors. Workshops shall be held in the **Town Hall Town Council Chambers at 20 Bridge Street** on the following schedule:

**115 Bluffton Road on Thursday, November 14 at 9:00 am**

**184 Bluffton Road on Thursday, November 14 at 10:30 am**

**1095 May River Road on Thursday, November 14 at 1:00 pm**

**Willow Run/Buckwalter Planned Unit Development on Thursday, November 14 at 2:30 pm**

### **Questions and Inquiries**

Questions and inquiries must be received by **2:00 pm on Monday, November 25, 2019**. Replies will be issued through an addendum within the Bid Opportunities section of the Town's website at [www.townofbluffton.sc.gov](http://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 P. Icard, AICP**  
**Planning & Community Development Manager**  
**Town of Bluffton**  
[kicard@townofbluffton.com](mailto:kicard@townofbluffton.com)

### **Restricted Discussion**

All prospective Proposers are hereby instructed not to contact any member of the Town of Bluffton Council, the Affordable Housing Committee, the Town Manager or Town of Bluffton staff members, other than the noted contact person OR the Town's Procurement Administrator, Felicia L. Roth, 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, January 23, 2020**

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:

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

**RFP # 2020-24**  
**Development of Affordable / Workforce Housing**  
**Attn: Kevin P. Icard**

Firms shall submit one (1) hard copy original by the stated deadline. An additional copy saved on a thumb drive is required. Packages shall be delivered by USPS, other carrier or courier, or in person to the Customer Service counter.

### **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:

**2:05 pm, Thursday, January 23, 2020**

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.

The names of the firms submitting 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 proposals 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, email, 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 that a company shall 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.

### **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.

### **Award**

Award will be made to the Proposer(s) who submits the overall proposal that is judged to provide the most advantageous and best value to the Town for each parcel. 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.

## **3. SCOPE OF SERVICES**

### **Scope of Work**

The Town of Bluffton is owner in fee simple of the four (4) parcels which are the subject of this RFP. A map of the parcels is attached. A link to all of the available due diligence by parcel is available in DropBox at the following links:

1. [hyperlink to documents for 115 Bluffton Road](#) – including the latest Limited Ph. II report detailing no contaminants exceeding Federal levels.
2. [hyperlink to documents for 184 Bluffton Road](#)
3. [hyperlink to documents to 1095 May River Road](#)
4. [hyperlink to documents for Willow Run/Buckwalter Planned Unit Development](#)

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 inputs on interim development milestones;
- An architectural style suitable for its location;
- 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; and
- Potential incentives the Town of Bluffton could provide to help offset the soft costs of development.

**Assumptions**

- Proposers will submit complete RFP responses for any of the parcels in which they are interested and “no bid” the remainder. There shall be no penalty for not bidding all four parcels.
- Proposals for the two parcels subject to the Unified Development Ordinance (UDO), 1095 May River Road and 184 Bluffton Road, shall be developed within the UDO parameters.
- Proposals for 115 Bluffton Road shall assume the Town will annex and establish appropriate zoning. Proposals must detail whether Proposer’s plan is for a Planned Unit Development or other zoning.
- Proposals for the Willow Run Tract are subject to the Buckwalter Development Agreement & Concept Plan.
- The Town intends to convey the rights, title and interest in the property to the partner in the Public/Private partnership(s) which will result from this RFP. The Public/Private partnership will detail the due diligence period and assumed timing of the transfer of title.
- Proposal responses shall detail intended financing sources and alternative plans in the event that the primary financing plan is not realized; for example, if the proposal relies on Housing Tax Credit (LIHTC) or other SC Housing monies and that money is not awarded, what is the alternate plan, or does the Public/Private relationship as it relates to that property dissolve?
- The cost schedule attached will require proposers to make assumptions about the final negotiated position of the Public/Private partnership. Please list those assumptions clearly. If proposers have suggestions on the format of the cost spreadsheet, please offer those within the Q&A period.
- The Town prefers to keep rental or ownership affordability mechanisms in place for 20 years or longer.

**4. 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 contents of the proposal shall include the following:

**A. Signatory Sheet**

One completed, signed and certified qualifications statement shall serve as a cover sheet (not one for each parcel).

**B. Firm’s Approach by Parcel – please provide a separate narrative for each parcel**

- Describe the type of building, number of units, whether rental or home ownership is contemplated, and what AMI levels are contemplated. Provide a narrative plus the following chart:

<b><u>Proposed Unit Mix</u></b>							
<b>Bedroom Size</b>	<b>AMI (percentages shown below are examples. Fill in your own specifics)</b>					<b>Market Rate</b>	<b>TOTAL</b>
	<b>&lt;60%</b>	<b>&lt;70%</b>	<b>&lt;80%</b>	<b>&lt;90%</b>	<b>100%</b>		
<b>Studio</b>							
<b>1</b>							
<b>2</b>							
<b>3</b>							
<b>4+</b>							
<b>Total</b>							

- Provide a one-page elevation drawing showing representative architecture and a one page conceptual site plan. Notes on the conceptual site plan and/or in the proposal should refer to permissible density under the Unified Development Ordinance or the Buckwalter Development Agreement & Concept Plan, which supports the choice of product type, e.g. single family home, townhouse, etc.
- Describe how affordability will be maintained, e.g. rent control, deed restriction, etc., how that will be managed and by whom.

**C. Firm's Profile, Roles and Responsibilities**

- Provide a narrative introducing the known partners and subcontractors including the builder/developer, A&E, financing partners, regulatory compliance and long-term manager.

**D. Schedule**

- Describe the roles and responsibilities in terms of a schedule or timeline narrative of the major milestones.

**E. 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. On a separate sheet, attach all assumptions build into this preliminary pricing. 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.

## 5. 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

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

EVALUATION CRITERIA	MAX POINTS	115 Bluffton Rd	184 Bluffton Rd.	1095 May River Rd	Willow Run
Firm's approach by parcel	30	Each parcel shall be scored independently.			
Profile; roles and responsibilities	25				
Schedule	15				
Pricing schedule	30				
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>				

### 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 Selection and Review team will rank all complete submittals received 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*** – map of Town parcels subject to this RFP

***Remainder of this page blank.***

RFP 2020-24, Affordable/Workforce Housing  
Preliminary Price Schedule

PROPERTY : **115 Bluffton Road**; total number of units proposed: \_\_\_\_\_

	Total Value if Provided by Town	Total Value if Provided by Proposer
Land value		
<b>Due Diligence</b>		
• Survey		
• Environmental		
• Wetlands delineation		
• R.E. transfer costs		
<b>Architectural &amp; Engineering Costs</b>		
<b>Planning &amp; Permitting Costs</b>		
<b>Construction Costs of Housing Units</b>		
• Civil work		
• Labor		
• Materials		
<b>Construction Costs of Utilities</b>		
• Dry utilities		
• Water/sewer		
• Stormwater		
• Roadway		
<b>Construction Costs of Common Area Amenities</b>		
• Civil work		
• Labor		
• Materials		
• Landscaping		
<b>Property Management Costs</b>		
TOTALS:		
GRAND TOTAL:	\$	

Attach narrative of assumptions as necessary to clarify above elements of cost.

RFP 2020-24, Affordable/Workforce Housing  
Preliminary Price Schedule

PROPERTY : **1095 May River Road**; total number of units proposed: \_\_\_\_\_

	Total Value if Provided by Town	Total Value if Provided by Proposer
Land value		
Due Diligence		
• Survey		
• Environmental		
• Wetlands delineation		
• R.E. transfer costs		
Architectural & Engineering Costs		
Planning & Permitting Costs		
Construction Costs of Housing Units		
• Civil work		
• Labor		
• Materials		
Construction Costs of Utilities		
• Dry utilities		
• Water/sewer		
• Stormwater		
• Roadway		
Construction Costs of Common Area Amenities		
• Civil work		
• Labor		
• Materials		
• Landscaping		
Property Management Costs		
TOTALS:		
GRAND TOTAL:	\$	

Attach narrative of assumptions as necessary to clarify above elements of cost.

RFP 2020-24, Affordable/Workforce Housing  
Preliminary Price Schedule

PROPERTY : **184 Bluffton Road**; total number of units proposed: \_\_\_\_\_

	Total Value if Provided by Town	Total Value if Provided by Proposer
Land value		
Due Diligence		
• Survey		
• Environmental		
• Wetlands delineation		
• R.E. transfer costs		
Architectural & Engineering Costs		
Planning & Permitting Costs		
Construction Costs of Housing Units		
• Civil work		
• Labor		
• Materials		
Construction Costs of Utilities		
• Dry utilities		
• Water/sewer		
• Stormwater		
• Roadway		
Construction Costs of Common Area Amenities		
• Civil work		
• Labor		
• Materials		
• Landscaping		
Property Management Costs		
TOTALS:		
GRAND TOTAL:	\$	

Attach narrative of assumptions as necessary to clarify above elements of cost.

RFP 2020-24, Affordable/Workforce Housing  
Preliminary Price Schedule

PROPERTY : **Willow Run Tract**; total number of units proposed: \_\_\_\_\_

	Total Value if Provided by Town	Total Value if Provided by Proposer
Land value		
Due Diligence		
• Survey		
• Environmental		
• Wetlands delineation		
• R.E. transfer costs		
Architectural & Engineering Costs		
Planning & Permitting Costs		
Construction Costs of Housing Units		
• Civil work		
• Labor		
• Materials		
Construction Costs of Utilities		
• Dry utilities		
• Water/sewer		
• Stormwater		
• Roadway		
Construction Costs of Common Area Amenities		
• Civil work		
• Labor		
• Materials		
• Landscaping		
Property Management Costs		
TOTALS:		
GRAND TOTAL:	\$	

Attach narrative of assumptions as necessary to clarify above elements of cost.