

**REQUEST FOR QUALIFICATIONS FOR  
DEVELOPMENT PARTNER**

**FOR THE DEVELOPMENT OF  
MIXED-INCOME / MIXED USE COMMUNITIES  
In the  
NORTHSIDE AND HIGHLAND NEIGHBORHOODS  
SPARTANBURG, SOUTH CAROLINA**

**DATE ISSUED: June 23, 2016**

**SUBMISSION DATE: August 9, 2016**

## **REQUEST FOR QUALIFICATIONS FOR DEVELOPMENT PARTNER**

The Northside Development Group in a joint effort with the Spartanburg Housing Authority and the City of Spartanburg is requesting statements of qualifications from local and national for-profit and non-profit experienced developers that can provide the necessary expertise to implement the comprehensive redevelopment of approximately 10 or more acres of scattered sites in the Northside and Highland communities in the City of Spartanburg. The Northside Development Group, the Spartanburg Housing Authority, and the City of Spartanburg are herein referred to as “**Collaborative Partners**”. The successful respondent must demonstrate the ability and experience to implement a comprehensive mixed-financed and mixed income development plan that will include commercial facilities and multi-family rental housing. The selected developer will be responsible for coordinating efforts with the Collaborative Partners, neighborhood residents, and other local partners.

A pre-proposal conference will be held at the offices of the Northside Development Group, 410 Magnolia Street on **Tuesday, July 12, 2016, at 10:00 am. As a part of the pre-proposal conference a site tour will be conducted. Although this pre-proposal conference is not mandatory we strongly encourage prospective responders to attend, and if they are unable to attend the conference, we strongly encourage all prospective responders to make a site visit to the City of Spartanburg to review the Northside and Highland neighborhoods.**

Sealed responses to this solicitation will be received at the offices of Northside Development Group until **3:00 p.m.** local time on: **Tuesday, August 9, 2016**

Deliver one original, 3 printed copies, and a flash drive with one PDF document (with blank pages as tabs) of the required submittals in a **sealed** envelope or box clearly marked with the words “**DEVELOPMENT PARTNER RFQ Documents**” to the following address:

**Martin Livingston  
Northside Development Group  
410 Magnolia Street  
Spartanburg, SC 29303**

Copies of the RFQ may be obtained from Martin Livingston, at the above address. Mr. Livingston can be reached at (864) 230-5288 or [fivelivingstons@outlook.com](mailto:fivelivingstons@outlook.com). All responses submitted are subject to these Instructions and Supplemental Instructions to Offerors, General and Supplemental Conditions, and all other requirements contained herein, all of which are made a part of this Request for Qualifications by reference. The Collaborative Partners reserves the right to reject any or all responses for just cause and to waive any informalities in the submission process.

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# REQUEST FOR QUALIFICATIONS FOR DEVELOPMENT PARTNER

## PART I – GENERAL BACKGROUND INFORMATION

### Background Information

The Northside Development Group (NDG) and the Spartanburg Housing Authority (SHA) entered into a joint agreement to develop 2 sites in the Northside and the Highland communities to produce a minimum of 200 units of mixed income housing. The Northside Development Group, the Spartanburg Housing Authority, and the City are herein referred to as “**Collaborative Partners**”. The Collaborative Partners are requesting qualification statements from experienced Developers who can demonstrate through their submittal that they possess the necessary qualifications to implement the comprehensive redevelopment of approximately 10 or more acres scattered sites into a mixed income / mixed use community. The successful respondent must demonstrate the ability and experience to implement a comprehensive development plan for these sites and the surrounding neighborhood. The Developer is required to be creative in its approach to the redevelopment plan and to consider both commercial and rental units for households with a range of incomes. The Developer is required to provide a minimum of 200 housing units in viable mixed-income community across the two neighborhoods that holistically addresses the needs of residents.

### **The Northside Development Group**

The Northside Development Group is a single purpose 501(c)(3) not-for profit entity focused totally on redevelopment of the Northside area. NDG is funded through private donations and loans. NDG’s expertise includes: affiliation as a network member of Purpose Built Communities, strong connections to the private sector, contractual relationship with Spartanburg District 7, title to multiple parcels of land, and the capacity to administer and facilitate various redevelopment activities. To date, the NDG has raised over \$4 million to support redevelopment efforts in the Northside. A major focus of NDG in this solicitation is the development of a mixed-income, mixed use development that will be a catalyst for the redevelopment of the Northside community. The Northside Development Group owns a majority of the properties in the development and will allocate all necessary property in the Northside community for this solicitation and development. Additional information about the Northside Development Group, its many local and national partnerships, and its goals for the Northside community can be found in the [Northside Transformation Plan](#) and on the NDG [website](#).

### **Spartanburg Housing Authority**

The Spartanburg Housing Authority was created under the 1937 Housing Act for the purpose of providing decent, safe and sanitary housing to the low and moderate-income residents of the City and County of Spartanburg. Currently, SHA owns and manages a variety of affordable housing communities and administers Section 8 Housing Choice Vouchers along with a myriad of supportive service programs for its residents.

A seven-person Board of Commissioners authorized by laws of the State of South Carolina and appointed by the Mayor of Spartanburg, is responsible for the development of housing policy and the authorization of expenditures.

As with many urban Public Housing Authorities, SHA has encountered the difficulties of managing poorly designed, high density, low quality, housing developments. In an effort to change the face

and character of traditional public housing in the City of Spartanburg, the Housing Authority has embarked on an aggressive plan to reposition its complete public housing portfolio.

In partnership with the City of Spartanburg and Northside Development Group, SHA will support the development of the two affordable housing communities described in this solicitation with the following contributions:

**PHA Project Based Vouchers** - The Housing Authority currently administers a Housing Choice Voucher Program. It is the intent of SHA to provide an allocation of Project Based Vouchers in accordance with the final approved Development Plan. The Housing Assistance Payments (HAP) contract for SHA vouchers will be 15 years.

**Replacement Housing Factor Funds** - SHA has available Replacement Housing Factor(RHF) funds as the result of demolition of other public housing. It is the intent of SHA to contribute RHF funds to the project in the form of secondary financing pursuant to the approved development plan.

**RAD Project Based Vouchers** – The Highland Neighborhood site is a conversion of a former Public Housing Community under the Rental Assistance Demonstration (RAD) Program. Phase I of the RAD conversion is currently under construction and scheduled for completion by calendar year end 2016. The remaining portion of the site will constitute Phase II of the RAD conversion and will require a minimum of 78 replacement units. SHA has received the Commitment to Enter into the Housing Assistance Payments Contract (CHAP) and will provide 78 RAD vouchers for this phase. It is also possible to redistribute RAD vouchers to the Northside site and utilize a combination of SHA Project Based Vouchers and RAD Project Based Vouchers at each site provided the full 78 remaining vouchers are developed under this solicitation.

### **The City of Spartanburg**

For the better part of a century, in an era when textiles were king, Spartanburg forged a reputation as a manufacturing center, and both the economic security of our citizens and the social fabric of our community were linked to the prosperity of the individual mills and villages that dotted our landscape.

That day is gone, swept away by global economic changes and sweeping social forces. Spartanburg is not alone as a city grappling with how best to remake itself in the wake of these changes. However, Spartanburg is one of a small group of cities that have developed a multidisciplinary coalition of partners, a track record of achievement, and a plan for the future that signals larger successes to come.

Today, the City of Spartanburg, the Spartanburg Housing Authority, and the Northside Development Group are deeply engaged in the process of revitalizing once-neglected, high-poverty, disadvantaged neighborhoods, including in the Northside, an important, historic community home to the Edward Via College of Osteopathic Medicine and adjacent to Spartanburg's downtown, Spartanburg Regional Medical Center, and Wofford College.

Our joint efforts have resulted in several significant recent achievements on the Northside:

- Cleveland Academy of Leadership: Spartanburg School District 7 has made significant investments in this K-6 school that sits in the heart of the Northside. Starting in 2013, the school calendar was lengthened from 180 days to 205 days, the only elementary school in the state of South Carolina with such a long school calendar. Students at Cleveland begin

their school year in early July and end it in late May. Test scores have shown dramatic improvement at Cleveland as a result.

- Harvest Park: In 2014, the opening of the \$1.7 million Harvest Park addressed the Northside's status as a food desert and created a new home for the Hub City Farmers Market as well as a café, market, culinary training program and urban farm and greenhouse.
- Brawley Street Model Block: The first phase of the Brawley Street Model Block was completed in 2014, and the second phase is nearing completion. The Model Block represents a partnership between the City of Spartanburg and Spartanburg Housing Authority, and includes 14 total units of high-quality residences targeted for first-time homebuyers. It also sets a high standard for all future residential development planned for the Northside community.
- Cleveland Park: Spartanburg County completed a major renovation earlier this year to the playground area at this large park that serves not only the Northside but attracts visitors from across the county and beyond.
- Butterfly Creek and Park: The City will soon begin work on a \$1.3 million project to daylight a formerly piped creek on the Northside. The project recently gained approval from the U.S. Army Corps of Engineers and will include building a 150-foot buffer and a 2,300-foot linear park that will run alongside the creek. It will be a major community health, wellness and recreational amenity that will run roughly from the campus of VCOM to the new TK Gregg Center, connecting those two community anchors. This project is expected to be under construction by November 1, 2016.
- Oakview Apartments/TK Gregg Center Development: The City has acquired the Oakview Apartments, an obsolete, 120-unit RAD site and is in the process of working with the remaining residents to find new housing. Once all units at Oakview are vacant later this year, the apartments will be demolished to make way for the development of a new \$6 million T.K Gregg Community/Recreation Center. The Gregg Center is currently in the design phase, and will be an approximately 40,000-square-foot, state-of-the-art facility that will be the home for recreational, training, and educational programming. This project is expected to be under construction by July 2017.
- Northside Childhood Development Center: More than \$2.5 million has been committed by private sources for the eventual development of an early childhood center. This center will represent a collaboration between the Northside Development Group, Spartanburg School District 7, the Mary Black Foundation, and other community partners. This project is expected to be under construction by July 2017.
- Chapel Street Park: The City made significant improvements to the basketball court, landscaping, and playground in the neighborhood park in 2014 and 2015.
- Owner-Occupied Rehab: In 2016, the Northside Development Group implemented an owner-occupied rehab program that provides grants up to \$25,000 for home improvement and repairs in the Northside.
- Neighborhood Stabilization: The City has engaged in a number of neighborhood stabilization activities on the Northside, including property acquisition, property maintenance enforcement, and demolition.

While not as advanced as efforts on the Northside, the City and the Spartanburg Housing Authority (SHA) are committed to the comprehensive redevelopment of the Highland Neighborhood.

- Stewart Park: The City has spent approximately \$1.6 million on the redevelopment of Stewart Park over the past four years. This represents the largest investment in a single park in the City's history.
- Thornton Activity Center: The Thornton Activity Center at Stewart Park opened in 2015. This addition to the park is the home for year-round youth programming and neighborhood events.
- Highland Crossing: Now under construction, this \$9 million, 72-unit affordable housing development will soon be completed. Spartanburg Housing Authority and Community Housing Partners are partnering on the project, which replaces 40 units of the obsolete Cammie Clagett Courts.
- A partnership between Spartanburg School District 7 and Meeting Street Academy will provide access to nationally certified preschool starting at 3K for all residents of the Highland Community. This early childhood education initiative is the first of its kind in the state of South Carolina.

### **Current Posture of Development Sites**

The Collaborative Partners own approximately 10 or more acres in the Northside and Highland Communities that will be part of this development. Sites are located in the two distinct neighborhoods approximately 1.5 miles driving distance from each other.

In the Northside, the development site is approximately 3 acres with the potential for additional properties to be included. The approximate address of the largest parcel is 401 Howard Street. No structures currently exist on any NDG or City owned property in the area. All property in the site and surrounding area that constitute this solicitation will be added to the development. The Northside Development Group will consider any additional adjacent property that could be added to the development. All parcels will be allocated to the development for management by the Developers in a comprehensive approach. A major focus of NDG in this solicitation is the development of a mixed-income, mixed use development that will be a catalyst for the redevelopment of the Northside community. Developers can review the sites in the attached map.

In the Highland community, the parcels that will be included in the development are located at 311 Highland Avenue and 201 Bunker Street. The location of the property was historically known as the Cammie Clagett Courts. The two public housing sites combined total approximately 7 acres and is owned by the Spartanburg Housing Authority. The Spartanburg Housing Authority intends to provide both parcels in a combined development with the Northside Development Group. The existing structures will be demolished and vacant property will be provided to the Developer for the final development. All parcels will be allocated to the development for management by the Developers in a comprehensive approach. The SHA's goal in development of the Highland sites is the creation of affordable replacement housing units. Developers can review the sites in the attached map.

## **PART II – SCOPE OF SERVICES**

### **Summary of Services**

The Collaborative Partners encourage the Developer to propose creative forms of partnerships that benefit both the development team, Collaborative Partners, and local residents. Once selected, the successful respondent will make a good faith effort to quickly enter into a development agreement for the project. A Memorandum of Understanding or other such “early start” agreements will be negotiated as needed to enable the selected Developer to complete all necessary pre-development activities. These agreements will cover all pre-development activities undertaken by the Developer.

The Development Agreement will provide the detailed requirements, responsibilities and obligations of both parties. The Development Agreement will also include provisions related to design, plans, specifications, construction, and schedule. Secondary financing commitments, the proposed ownership interest and the land control will also be detailed in the Development Agreement.

All fees and costs to be negotiated under the Development Agreement must comply with the Cost Control and Safe Harbor Standards issued by the U. S. Department of Housing and Urban Development (HUD). The negotiated development fee shall be a firm, fixed fee inclusive of all direct and indirect costs of the Developer. Availability of capital and operating funds will also be negotiated in the development agreement.

### **Northside Program Requirements**

Respondents are strongly encouraged to examine the proposed Program parameters outlined below and to reply with responses that are responsive to the market, the environment and Collaborative Partners goals, and provide for the successful development of a cohesive mixed income, mixed use neighborhood. The Development Plan to be implemented by the Developer shall be consistent with the following minimum program requirements:

**Mixed income / Mixed use Tenure.** In the Northside community create a new, economically viable mixed income development that includes residential and non-residential uses. The community should include a mix of affordable and market rate rental units as determined to be viable and advantageous through the planning process. The different affordability types should be mixed across all building types and located throughout all sites. The Northside community is located in a viable New Market Tax credit zone and it is expected that the Developer will include in the development at a minimum 20,000 square feet or more of commercial space. The proposed commercial space will be designed to meet Medical Office Building requirements. The Collaborative partners has engaged the Edward Via College of Osteopathic Medicine (VCOM)-Spartanburg campus and other medical providers for the use of the space as a clinic for their clients and students. For the benefit of Developers, the Northside Development Group has prepared conceptual designs of the sites for a potential development. Existing conceptual plans prepared by NDG are available for review during the solicitation process.

**Student Housing.** The Northside community is in close proximity to Wofford College. Wofford College has committed to incorporate student housing in the Northside as part of the College’s Sustainability program. It is the interest of the Collaborative Partners to develop as part of the site or adjacent to the site a student housing concept that is seamlessly integrated into or adjacent to this development and can accommodate



approximately 14 students and some form of common training and study space. Wofford College will provide financial resources for this effort if it can be feasibly accomplished in this development process. Conceptual site designs are available for review by respondents.

**High quality design.** Create sustainable new development of high quality design that meet or exceed industry standards and are LEED certifiable. The proposed community should be respectful of the architectural typography of the surrounding neighborhoods and consistent with the Northside Transformation Plan and resident's goals. The Developer in cooperation with the Collaborative Partners and the Highland Neighborhood Association will be required to develop a site design, elevation, and building standards that meet community goals.

**Neighborhood integration.** Integrate the development program into the City's other redevelopment plans, and physically integrate the new mixed-income community into the fabric of the surrounding neighborhoods, respecting existing street patterns and the context and character of the existing architecture. Incorporate acquired properties and/or acquire properties surrounding each site to the extent feasible to develop a larger community that addresses needs based on market conditions and long term sustainability.

**Leverage resources.** Pursue funding sources appropriate for the mixed-income development and leverage funding, maximizing efficiency and effectiveness of public capital. Work collaboratively with local, state and federal agencies to identify a variety of resources to support housing and non-residential development. It is a goal to have least 30% or more of the units in the Northside development must be market rate units. A portion of the development must be viable and capable of sustainability without federal, state, or local subsidy.

**Resident engagement.** Actively engage the participation of the both neighborhood associations and its members including the very active Northside Voyagers and the Northside community partners, and local businesses in the planning and implementation of the development plan and final implementation of the development.

**Development schedule.** The selected Developer must meet local, state and federal milestones for expenditure of funds during the development process. The Collaborative Partners have as a goal the completion of the planning and design phases within 3-4 months of selection of a developer with a final development plan by December 2016. The Collaborative Partners have as a goal the construction of the first phases of the development to begin in the Summer of 2017.

**Property Management.** A private professional Property Management firm will manage the newly developed communities. Development teams responding to this Request for Qualifications must include a property management firm as part of the team. This identified property management firm will be qualified as part of the Developer(s) selection process. Property Management firms may be an identity of interest agent of the Developer(s) or a subcontractor.

The selected Alternate Management Entity (AME) shall serve as the Property Management firm for the project and perform all the duties and responsibilities normally associated with management of residential real estate and shall cause the buildings, appurtenances and grounds to be maintained and secured according to industry standards. This shall include development of operational policies and procedures,

marketing and lease-up of rental units, and the provision of all day-to-day management and maintenance services as required.

### **Highland Program Requirements**

Respondents are strongly encouraged to examine the proposed Program parameters outlined below for the Highland community and to reply with responses that are responsive to the market, the environment and the Collaborative Partners goals, and provide for the successful development of a cohesive neighborhood. The Development Plan to be developed by the procured Developer shall be consistent with the following minimum program requirements:

#### **Use and Tenure.**

In the Highland community create a new, economically viable development that includes only residential uses. No commercial uses are proposed for the Highland community. The housing types must meet market demand for the area.

**High quality design.** Create sustainable new development of high quality design that meet or exceed industry standards and are LEED certifiable. The proposed community should be respectful of the architectural typography of the surrounding neighborhoods and resident's goals. Currently no conceptual plans exist for the Highland Community. The Developer in cooperation with the Collaborative Partners and the Highland Neighborhood Association will be required to develop a site design, elevation, and building standards that meet community goals.

**Neighborhood integration.** Integrate the development program into the City's other redevelopment plans, and physically integrate the new development into the fabric of the surrounding neighborhood, respecting existing street patterns and the context and character of the existing architecture. Incorporate existing properties to the extent feasible into a larger community that addresses needs based on market conditions and long term sustainability.

**Leverage resources.** Pursue funding sources appropriate for the mixed-income development and leverage funding, maximizing efficiency and effectiveness of public capital. Work collaboratively with local, state and federal agencies to identify a variety of resources to support housing and non-residential development. It is a goal to have market rate housing in the Highland community, if feasible and supported by market studies.

**Community engagement.** Actively engage the participation of the Highland Neighborhood Association, adjacent property owners, and local businesses in the planning and implementation of the development plan and final implementation of the development.

**Development schedule.** The selected Developer must meet local, state and federal milestones for expenditure of funds during the development process. The Collaborative Partners have as a goal the completion of the planning and design phases within 3-4 months of selection of a developer with a final development plan by December 2016. The Collaborative Partners have as a goal the construction of the first phases of the development to begin in the Summer of 2017.

**Property Management.** A Private Professional Property Management firm will manage the newly developed communities. Development teams responding to this Request for Qualifications must include a property management firm as part of the team. This identified property management firm will be qualified as part of the Developer(s)

selection process. Property Management firms may be an identity of interest agent of the Developer(s) or a subcontractor.

The selected Alternate Management Entity (AME) shall serve as the Property Management firm for the project and perform all the duties and responsibilities normally associated with management of residential real estate and shall cause the buildings, appurtenances and grounds to be maintained and secured according to industry standards. This shall include development of operational policies and procedures, marketing and lease-up of rental units, and the provision of all day-to-day management and maintenance services as required.

## **Roles and Responsibilities**

### **Northside Development Group**

The Northside Development Group will be responsible for making property available in the Northside community for the development in a long term ground lease. Other ownership options will be considered. The NDG will also provide information on any existing conceptual plans during the solicitation process for the benefit of a submission. The NDG will provide any additional information to the Collaborative Partners primary contact for distribution. The NDG will provide the office location and meeting space for the solicitation process. The NDG will engage and involve the participation of the Northside Voyagers, the local resident leadership, and the Northside Neighborhood Association with all meetings. NDG will coordinate with the Collaborative Partner all necessary local meetings and presentations in the Northside community. All meetings will be coordinated with the Collaborative Partners. The NDG will work with the developer to fill any reasonable financial gaps when all other sources of funds have been exhaustively researched and explored for the development.

### **Spartanburg Housing Authority**

It is the SHA's intent to enter into long term ground leases in the Highland community. Other ownership options may be considered that could be in the best interest and implementation of the development. The Spartanburg Housing Authority will manage and take responsibility for all communication with HUD, and the preparation and submission of program documents and obtain all HUD approvals including but not limited to demolition/disposition approval and mixed finance approval when and if applicable. However, to the extent any such documents are within the particular knowledge or responsibility of the Developer, the Collaborative Partners will expect the Developer to prepare or assist in preparing such documents as directed. The Spartanburg Housing Authority will provide technical assistance with regards to programming Section 8, RAD, or any other public financial support, subsidy, and funding for the development. However, it is required that the developer and its team will have knowledge of public finance requirements.

### **City of Spartanburg**

The City of Spartanburg will be the lead agency and provide assistance with collaborating with all partners with the developer. The City of Spartanburg as a collaborative partner will provide technical assistance with any effort to make infrastructure improvements in the Highland and Northside communities. The City of Spartanburg will prepare the preliminary Part 58 Environmental assessment required of public developments and provide copies to the developer for their use and transmittal to the appropriate public entities. The City and partners will provide a completed Phase I environmental assessment for the use of the development team and to prepare any additional required environmental assessments. The City will provide technical assistance with any planning documents and process, zoning, utilities, and infrastructure improvements within both the Highland and Northside communities. The City of Spartanburg will coordinate all

community meetings and engage with the Highland Neighborhood Association and assist in coordinating any presentations to the community during the planning and development stages. Along with the NDG, the City will coordinate any community meetings related to this RFQ and the development process in the Northside community as well.

The City will monitor the Developer's plans and efforts for reaching diversity and inclusivity goals and objectives. Diversity and inclusivity requirements include not only resident employment during construction of the development, but also contracting with MBE/WBE business entities. The City will also monitor the Developer's plans and efforts for reaching eligible Minority Business Entities (MBE) and Women Business Entities (WBE) goals and objectives.

**Purpose Built Communities**

Purpose Built Communities provides technical assistance and coaching to NDG and the Northside community to help catalyze and accelerate holistic community revitalization initiatives that typically include radically improved cradle to college educational opportunities, mixed income housing, youth and adult development programs, jobs and job training, health and wellness programs, and commercial investment. Atlanta's East Lake community is a prime example of the success of this holistic, place based strategy in turning around struggling neighborhoods and improving self-sufficiency outcomes. Purpose Built is currently working with over a dozen communities who are implementing comprehensive neighborhood redevelopment initiatives to break the cycle of poverty and creating neighborhoods of excellence.

**National Development Council**

The National Development Council has a contract with the City of Spartanburg to provide technical assistance for developments in its jurisdiction. The City may consult with the NDC on the portion of the development that may need New Markets Tax Credit assistance. NDC's work focuses on HOMES, JOBS and COMMUNITY. Founded as a national nonprofit in 1969, NDC has worked for almost 50 years fulfilling its mission to increase the flow of capital for investment in low-income communities. NDC directs capital to support the development and preservation of affordable housing, the creation of jobs through training and small business lending and the advancement of livable communities through investment in social infrastructure.

**Roles and Responsibilities of the Development Partner**

Throughout the redevelopment of the sites in question, the Developer will work closely with the Collaborative Partners, residents, and consultants. The Developer will be responsible for ensuring that the final Development Plan is approved, financed, and implemented. The final Development Plan must create the pathway for successful, stable, diverse, safe, attractive and sustainable communities. In general, the goal of the Development Plan should be to ensure that all units are produced in a manner that renders the housing units indistinguishable from each other based on the income levels of those identified for occupancy.

**GENERAL:**

Oversee and Implement Development Efforts – Provide the necessary staffing, expertise, supervision and guarantees to implement all aspects of the redevelopment fully and expeditiously as required by the Development Agreement.

Hire and Manage Consultants and Contractors Necessary to Implement the Development – Procure other consultants and/or contractors and coordinate all tasks necessary to finalize the Development Plan and implement the Development according to the Development Agreement. At a minimum, the Developer's team will need to include consultants appropriate to cover the financial, architectural, environmental review, market analysis, geo-technical studies, civil, mechanical and

electrical engineering, construction, property management and any other activities deemed necessary by the Developer and Collaborative Partners. Respondents are required to demonstrate participation on their team of local expertise in areas of relevance to the development process, including LIHTC, South Carolina State Mortgage Revenue Bond Financing, and New Market Tax Credits financing and construction matters.

**Maintain Communication Regarding Development Progress with the Collaborative Partners and the Residents** – The Collaborative Partners will establish a regular schedule of team meetings, in which the Developer will participate. Moreover, the Developer will be responsible for submitting regular progress reports to the Collaborative Partners, in such formats and media as the Collaborative Partners might direct, on the development status and schedule, including but not limited to design, permits, financing, etc.

**Develop and Maintain Quality Control Measures** – The Developer is responsible for ensuring the Development is constructed and managed with the highest quality materials and workmanship. The Developer will be required to implement quality assurance and control measures to ensure effective performance by all parties in all aspects of the program.

**Develop and Maintain a Detailed Development Schedule and Critical Path Schedule** – Develop and maintain a detailed schedule of events, predicated on financing deadlines that include pre-development activities, construction start, project stabilization and permanent loan close. Develop a Critical Path Schedule for all phases of construction, lease-up and stabilization.

**Foster Community Involvement in Development Implementation** – Facilitate and foster the involvement of neighborhood residents and in the design and implementation of the Development Plan. In cooperation with the Collaborative Partners, keep residents informed of the status of the development, assist in providing job opportunities for residents during and after implementation, and assist/encourage resident businesses.

**Compliance with Laws** – Comply with all applicable federal, state and local laws, rules and regulations applying to the activities required by the Development Agreement.

**Debarment** – The Developer must provide evidence that any subcontractor is not debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.

**MBE/WBE Opportunities** – The Developer will take all necessary affirmative steps to assure that minority firms and women’s business enterprises (“M/WBEs”) are used to the greatest extent feasible. The selected Developer will prepare a plan for including MBE/WBEs in the planning, development and operations and the City will monitor performance against this plan.

**Diversity and Inclusivity** – The Developer will be expected to develop a strategy in coordination with Collaborative Partners for fostering diversity and inclusivity in employment, training and contracting opportunities throughout the development process.

**PRE-DEVELOPMENT:**

**Prepare a Market Analysis Addressing the Residential and Retail Components of the Plan** – In order to finalize the overall development program for each site, prepare a market analysis that will, among other things, assist in determining the proper mix of subsidized vs. market rate units consistent with the Program objectives; assist in determining the proper mix of any commercial uses in the Northside community; and confirm that proposed rents (both residential and commercial) are supportable in the local market. The Collaborative Partners has engaged two confirmed tenants for the 20,000 square foot commercial use as a Medical Office Building or clinic space for the use of

medical students and clients. The Development Team will coordinate with the Collaborative Partners to finalize plans and designs for this and any additional commercial space.

Planning Process – Plan, coordinate and lead a comprehensive Planning Process that will solicit meaningful input from the Collaborative Partners. Due to the extensive public planning efforts completed to date in the Northside Community, the Developer is encouraged to design an expedited Planning process that builds off of the work completed in the Transformation Plan. The Highland Community is currently in the early stages of its neighborhood planning process and limited information, plans, and designs are available for this community.

Obtain Environmental Clearances – In collaboration with the City of Spartanburg, procure the necessary consultants and prepare the necessary documents to obtain environmental clearances from all interested agencies.

Plans and Specifications – The Developer will be responsible for the preparation of the infrastructure and building plans and specifications in accordance with industry standards. Plans and specifications will be subject to review by the Collaborative Partners.

**FINANCING:**

The Developer shall obtain private financing and structure public financing in a timely and cost effective manner, including the preparation of all necessary financing applications. The Collaborative Partners anticipate the availability of secondary financing for the project. The amounts, terms and conditions of this secondary financing will be determined based on the pro-forma to be developed. To the extent the Developer seeks financing concessions utilizing secondary financing, the partners will in turn seek to maximize the rate of return on its investment.

In approaching the development, the Developer should be careful not to rely exclusively upon tax credit financing. The Collaborative Partners believes that such an approach restricts the market of people who can live on the site, and does not allow for the creation of a true mixed income community. The Collaborative Partners encourages the development of profitable market rate units to serve as a mechanism for maximizing the number of affordable and public housing units to be developed.

It is expected that this project will be a single financial transaction for both sites. Financing is expected to be New Market tax credits; tax exempt bonds; 4% Low Income Housing Tax Credit equity; and permanent financing, but inclusive of some level of market rate units. The selected respondent is responsible for the preparation of applications to obtain bond authority and tax credit allocations from the SC State Housing Finance and Development Authority in accordance with the qualified allocation plan. The Developer shall also secure a minimum of three proposals from tax credit investors and jointly with the Collaborative Partners select the proposal that is most advantageous to the project(s).

**CONSTRUCTION:**

The selected Developer must have, as a member of the team, a General Contractor, licensed in the State of South Carolina. The General Contractor will construct, or procure construction, of all units of housing for the project as identified in the development plan. The Developer will oversee construction; ensure completion in a timely and cost effective manner; and ensure that all required occupancy permits and other necessary approvals are obtained after construction completion to permit occupancy and operation of the Project.

The General Contractor and all sub-contractors will be required to pay Prevailing Davis Bacon Wage Rates and submit any/all required documentation in compliance with the Davis Bacon

Wage Rate requirements. This requires that wages be paid at a rate not less than prevailing wage rates for corresponding classes of employees on construction of similar character in the locality in which the work is performed, as determined by the Secretary of Labor.

The construction contract shall set forth either a fixed price or a guaranteed maximum price, shall provide for assignment in the event of termination of the relationship with the Developer.

If the General Contractor is an Identity of Interest (IOI) Entity, an IOI waiver may need to be submitted to HUD to secure approval for use of the general contractor. The Developer will be responsible for securing an independent third party cost estimate and cost comparison with the IOI firm's construction budget, if required.

**OWNERSHIP AND ASSET MANAGEMENT:**

Organize Ownership Entity – It is expected that the legal ownership entity for each phase of the project will be a single-purpose limited liability corporation (LLC). Affiliates of one or more of the collaborative partners may be a member of the LLC Managing Member.

Property Management – A private professional Property Management firm will manage the newly developed Communities. Development teams responding to this Request for Qualifications must include a property management firm as part of the team. This identified property management firm will be qualified as part of the Development Partner(s) selection process. Property Management firms may be an identity of interest agent of the Development Partner(s) or a subcontractor.

The selected Alternate Management Entity (AME) shall serve as the Property Management firm for the project and perform all the duties and responsibilities normally associated with management of residential real estate and shall cause the buildings, appurtenances and grounds to be maintained and secured according to industry standards. This shall include development of operational policies and procedures, marketing and lease-up of rental units, and the provision of all day-to-day management and maintenance services as required.

## **PART III – SUBMISSION REQUIREMENTS**

### **Outline of Submission Requirements**

Listed below are the sections that must be included in the written response. Each section must be clearly labeled using the titles listed below, and shall be assembled in the order described herein. The required submission must be bound and each section tabbed. Respondents must compile responses using the following outline:

- I. Development Team
- II. Development Experience
- III. Financial Knowledge
- IV. Conceptual Plan
- V. References
- VI. Community Stakeholders
- VII. MBE/WBE – Section 3 Participation Plan
- VIII. Required Certifications

### **Description of Submission Requirements**

This solicitation is requesting professional qualifications to redevelop the sites identified and described throughout. It is the intent to select one Developer, based on qualifications and enter into negotiations with the selected Developer for the development of the project. The following schedule has been developed for the processing of this RFQ. It should be noted that the dates listed are estimated and may be changed via an addendum to this solicitation.

| <b>DEVELOPER SELECTION SCHEDULE</b>   | <b>ESTIMATED DATE</b>                   |
|---|---|
| Availability of RFQ Package   | Thursday, June 23                       |
| Tour of Northside and Highland Development Sites                                  | Tuesday, July 12                        |
| Deadline for Submission of Questions to Collaborative Partners<br>Primary contact | Thursday, July 14                       |
| Issuance of Response to Questions (Addendum)                                      | Wednesday, July 20                      |
| <b>Proposal Due Date and Time</b>   | <b>Tuesday, August 9<br/>at 3:00 PM</b> |
| Preliminary Evaluation Completed/Firms Shortlisted                                | Thursday, September 1                   |
| Interviews of Shortlist Firms   | To be determined                        |
| Site Visits of Shortlist Firms (Optional)   | To be determined                        |
| Recommendations to Collaborative Partners Board of<br>Commissioners               | Tuesday, September 20                   |



Respondent shall submit the following documentation in the order listed, which will serve as the **Statement of Qualifications**.

1. **DEVELOPMENT TEAM:** Include a cover letter of interest. Names and resumes of key personnel who will constitute the Development Team under this request, including the general contractor and the property management company. This shall include, but not be limited to: an organizational chart identifying the identity of interest corporations that will participate in the project and the address of the principal office of each entity of the team.
2. **DEVELOPMENT EXPERIENCE:** A description of the scope and nature of development experience. Provide a listing of all development projects in progress or completed over the past five years with the following information: name and location of development; number of residential units; description of non-residential space developed; total project development costs; total project construction costs; type of housing; financing methods and funding sources; date project commenced, date completed and explanation of any delays; name, address, email and telephone number of client/owner.
3. **FINANCIAL KNOWLEDGE:** A description of the respondent's knowledge of real estate financing methods, including the use of funding tools such as tax exempt bonds; new market tax credits, low income tax credits, FHA insured mortgages, HOME funds, CDBG funds, development funds, and private mortgages. Include identification of all successful financing secured from competitive application processes for residential development projects over the past five years, particularly within the State of South Carolina.
4. **CONCEPTUAL PLAN:** A proposed conceptual development plan. This section must include anticipated unit types and mix for each site, conceptual designs including elevations and floor plans; development schedule, and estimated overall project budget including total sources and uses. Conceptual plans developed by the NDG is available for the Northside sites and is available for review and use of the respondents.
5. **REFERENCES:** Five (5) corporate references containing at least one financial reference and four current or recent client references, for development projects the Respondent has successfully completed within the past five years. All forms attached and/or required to be attached to the Statement of Qualifications as identified in this request.
6. **COMMUNITY STAKEHOLDERS:** The Developer will be required to communicate and coordinate development activities with local community leaders and neighborhood residents in the Northside and Highland Neighborhoods. It is expected that the Developer will schedule and coordinate meetings, community workshops and other open forums to ensure a respectful and valuable engagement process and assure that all stakeholders in the development process are continuously kept abreast of ongoing activity. The Development Team is requested to submit examples of community stakeholder participation efforts implemented in any development completed over the last five years. Identify any challenges in the process and how it was resolved.
7. **MBE/WBE – SECTION 3 PARTICIPATION PLAN:** The Developer is requested to include sample projects and a narrative description of previous projects that included minority and Section 3 participation over the last five (5) years. Include in the narrative the process used to meet this requirement, any challenges or obstacles and how it was

resolved to meet required goals. Not later than sixty (60) days after the execution of an Agreement, the selected Developer shall formulate and submit plans to ensure MBE, WBE and Section 3 hiring (together, the "**Hiring Plans**") for review and approval. The Hiring Plans shall specify how Section 3 and MBE/WBE hiring requirements will be implemented with respect to the Development and shall comply with the requirements set forth in this RFQ.

The Hiring Plans shall be applicable to all Development Services and Additional Services rendered by the Developer, its contractors and any Owner Entity. The Developer shall implement or cause each Owner Entity to implement the Hiring Plans for the Development.

To achieve greater participation of MBEs and WBEs in contracts, the Developer will, if necessary:

- place qualified MBEs and WBEs and small business concerns on solicitation lists;
- divide the Development Services into smaller tasks or quantities to permit maximum participation by MBEs and WBEs and small business concerns;
- establish a Development Schedule and Development Budget which encourages participation by MBEs, WBEs and small business concerns; and
- use the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, any local minority assistance organizations and various state and local government small business agencies.

The Developer shall, and shall require its contractors to, use their best efforts to meet the numerical goal of 20 new hires under Section 3 as set forth in 24 C.F.R. § 135.30 and MBE/WBE/DBE firms receive contracts paying such enterprises an amount equal to at least 30% of the total (hard and soft) cost of the Development Services.

Priority for Section 3 employees shall be provided to the following residents in order as follows:

1. Residents of the Northside Neighborhood
2. Residents of the Highland Neighborhood
3. SHA Public Housing Residents
4. SHA Housing Choice Voucher Residents
5. Residents of the City of Spartanburg
6. Residents of Spartanburg County

8. **REQUIRED CERTIFICATIONS:** The Developer will be required to submit the following certifications, affidavits, and forms included as an attachment to this RFQ. Please initial on each page and include as acknowledgement of receipt, HUD Form 5369-B and HUD Form 5370 C.

- Attachment A – HUD Debarment Certification
- Attachment B – Non-Collusion Affidavit
- Attachment C – HUD Form 5369 B – Instructions to Offerors
- Attachment D – HUD Form 5369 C – Certifications and Representations of Offerors – Non-Construction Contract
- Attachment E – HUD Form 5370 C – General Conditions for Non-Construction Contracts

## **PART IV – PROCUREMENT PROCESS**

Qualifications received in response to this solicitation will be evaluated using the following process:

### **Evaluation Criteria**

The Statements of Qualifications will be evaluated through consideration of several factors. The Evaluation Committee will review all documents in the submissions and award points in accordance with the following criteria:

#### **A. Technical Competence and Approach** **40 Points**

- Demonstrated understanding of the real estate development process and quality performance in the development of mixed income; mixed use development; readiness to implement proposed project.
- Capability and experience of the Members of the Development Team; and, determination of availability of all required skills necessary for the development process.
- Comprehension of the Spartanburg County real estate market and goals and objectives of this RFQ demonstrated through a comprehensive analysis of the proposed conceptual Development Plan for the project.
- Degree of previous successful experience with South Carolina State Housing Finance and Development Authority or other state housing finance agency programs.

#### **B. Financial Capacity and Access to Funding** **30 Points**

- Financial stability of the Development Team as demonstrated through prior success in obtaining funding for development projects.
- Demonstrated record of financing projects through a variety of funding sources and knowledge and experience working with the funding providers identified in this Request. Successful syndication of low income housing tax credits and bond financing.

#### **C. Interviews** **20 Points**

- Demonstrated understanding of the Collaborative Partners development goals and objectives and availability of return on the Collaborative Partners investment as illustrated through the conceptual plans.
- Overall feasibility and quality of design based on the conceptual Development Plan for the proposed project.

#### **D. Site Visits (OPTIONAL)** **10 Points**

- Design, construction and operation of current housing developments as demonstrated at site visits conducted by the evaluation committee.

**TOTAL** **100 POINTS**

## **Selection**

An evaluation committee appointed by the Collaborative Partners will score each proposal in accordance with the stated criteria listed above and will determine a number of Development Teams that will be shortlisted based on the overall combined score of all evaluation panel members. The evaluation committee will be composed of the 7 members from the Collaborative Partners, Northside Voyagers (neighborhood leadership from the Northside Neighborhood Association), and the Highland Neighborhood Association.

The shortlisted firms will be required to attend an oral interview. The interview will consist of a 30-minute presentation and a 30-minute question and answer period. The evaluation committee will score each of the shortlisted firms in accordance with the criteria listed under C above. Upon completion of the interview portion of the selection process, the evaluation committee will make a determination if site visits will be conducted.

If it is determined that site visits will be conducted, they would be conducted for one or more Developer that have the highest overall score for criteria A, B and C. At least one property included in the site tour must have been in operations for a minimum of a five-year period.

If site visits are conducted the evaluation committee will score the Developer in accordance with the criteria listed under D above. If site visits are not conducted, then the overall scoring will be limited to maximum of 90 points based on the criteria in A, B and C only.

The recommended Developer will be selected based on the highest total score for all evaluation factors combining the individual scores of each member of the evaluation team. The Evaluation Committee will provide the final recommendations and scores to the respective Boards of the collaborative partners who will be responsible for final approval of the Development Team.

The Collaborative Partners will make an offer to the selected Developer to partner on the project. If an agreement cannot be reached with the selected Development Team; the Collaborative Partners will proceed to negotiate with other responsive developers in order of highest to lowest evaluation scores.

## **Proposal Tabulations/Notifications**

After the award is made, a list of firms submitting proposals will be furnished upon written request only and will not be provided by telephone. A self-addressed, stamped envelope must be included with the written request. Each unsuccessful vendor will be notified in writing promptly upon award. The notice shall identify the successful firm.

## **PART V – CONTRACTING REQUIREMENTS AND GENERAL CONDITIONS**

### **Conflict of Interest**

- a. The respondent warrants that to the best of their knowledge and belief, and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:
  1. Respondent may have an unfair competitive advantage; or
  2. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.
- b. The respondent agrees that if, after award he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to the Collaborative Partners that shall include a description of the action, which the respondent has taken or intends to take to eliminate or neutralize the conflict. the Collaborative Partners may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, at its sole discretion.
- c. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the Collaborative Partners, the Collaborative Partners may disqualify the respondent.
- d. The provisions of Section 6.1 shall be included in all subcontracts or other agreements wherein the work to be performed is similar to the service provided by the respondent. The respondent shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.
- e. No member of or delegate to the U.S. Congress or Resident Commissioner or Resident Advisor to the Board of Commissioners, shall be allowed to share in any part of the contract awarded under this solicitation or to any benefit that may arise therefrom. This provision shall be construed to extend to any contract made with the successful respondent.
- f. No member, officer, or employee of the Collaborative Partners, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the Collaborative Partners was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.
- g. No member, officer or employee of the respondent selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing on in the proceeds of any such contract.

### **Government Restrictions**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful firm to immediately notify the Collaborative Partners in writing

specifying the regulation which requires alteration. the Collaborative Partners reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to the Collaborative Partners.

### **Assignment or Transfer**

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of the Collaborative Partners. Claims for sums of money due, or to become due from the Collaborative Partners pursuant to the contract may be assigned to a bank, trust company or other financial institution. the Collaborative Partners is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the firm obtaining the Collaborative Partner's prior written consent.

### **Availability of Records**

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), the Collaborative Partners and any duly authorized representative of each, shall have full and free access to, and the right to audit and to make excerpts and transcripts from, any and all pertinent books, records, documents, invoices papers and the like, of the vendor, or in the possession of the firm, which shall relate to, or concern the performance of the contract.

### **Permits and Licenses**

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold the Collaborative Partners harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.

### **Taxes**

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold the Collaborative Partners harmless in every respect against tax liability.

### **Insurance**

The selected firm shall maintain at its expense during the term of the Contract the following insurance.

- (1) Worker's Compensation Employer's Liability in the amount of \$500,000 each accident; \$500,000 each disease; and \$500,000 for each disease/each employee.
- (2) Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Georgia No Fault Insurance Law) in an amount not less than \$5,000,000 per occurrence and \$5,000,000 aggregate.
- (3) Errors and Omissions Insurance in the amount of \$2 million.
- (4) Professional Liability Insurance in the amount of \$1 million.
- (5) General Liability Insurance in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

the Collaborative Partners shall be named as additional insured on all policies.

The selected firm shall not hold the Collaborative Partners liable for any personal injury incurred by their respective employees, agents or consultants, contractors or subcontractors while working on these projects. The firm agrees to hold the Collaborative Partners harmless from any such claim by its employees, agents, consultants, contractors or subcontractors, unless a Court having jurisdiction finds there is gross negligence of an employee of the Collaborative Partners while acting within the scope of their employment.

The insurance company covering the firm must be licensed to do business in the State of South Carolina and have a Best's Guide rating of "A+" or higher.

**Proof of Liability Insurance**

The successful firm shall furnish to the Collaborative Partners a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force with the Collaborative Partners for the duration of the contract and no less than one year thereafter.

**Standards of Conduct**

The successful firm shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

**Federal, State, and Local Reporting Compliance**

The firm shall provide such financial and programmatic information as required by the Collaborative Partners to comply with all Federal, State and local law reporting requirements.

**Nondiscrimination**

The firm agrees that it will abide by Federal, State and Local Laws, and City ordinances incorporated by reference herein.

**Section 3 Clause**

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development. All proposals must also include a Compliance Plan to include submittal of reports applicable to Section 3 requirements.

**Notices**

All written notices required to be given by either party under the terms of the contract(s) resulting from the contract award shall be addressed to the firm at their legal business residence as given in the contract. Written notices to the Collaborative Partners shall be addressed as provided in the contract.

**Cancellation**

Irrespective of any default hereunder the Collaborative Partners may also at any time, at its discretion, cancel the contract in whole or in part. In the event of cancellation, the Firm shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

**Laws**

The laws of the State of South Carolina and applicable federal law shall govern the contract.

**Contract Documents**

Written contract documents will be prepared by the Collaborative Partners. Modifications may be adopted based on final negotiations and specific requirements of the contract under this particular RFQ.



## **SUPPLEMENTAL INSTRUCTIONS TO OFFERORS**

Deliver one original, 3 printed copies, and a flash drive with one PDF document (with blank pages as tabs) of the required submittals in a **sealed** envelope or box clearly marked with the words "**DEVELOPMENT PARTNER RFQ Documents**" to the following address:

**Martin Livingston  
Northside Development Group  
410 Magnolia Street  
Spartanburg, SC 29303**

**Addendum and Update Procedures for the RFQ** – During the period of advertisement for this RFQ, the Collaborative Partners may wish to amend, add to, or delete from, the contents of this RFQ. In such situations, the Collaborative Partners will issue an addendum to the RFQ setting forth the nature of the modification(s). The Collaborative Partners will email and/or fax the addendum to all entities receiving a copy of this RFQ directly from the Collaborative Partners, as well as post any addenda on the Collaborative Partners website. Please complete the "Notice of Intent to Respond" to receive any written communications related to this procurement.

**Response Format** – All responses shall be submitted in 8 ½ X 11-inch format, preferably in 3 ring binders. Larger size pages or inserts may be used provided they fold to 8 ½ X 11 inches. All copies of the submittal must be identical in content and organization. Consideration should be given to the form and format of the submittal to facilitate internal duplication of the submittal. Responses shall be organized into sections and tabbed for ease of review. Provide a comprehensive Table of Contents at the front of the response. Organize the response in response to the Submission Requirements, taking care to address all issues identified in the Scope of Services. The front cover of the response shall bear the name of the RFQ, the date, and the respondent's name, address, phone and fax number.

**Submittal Forms** – Provide, as a part of the response, all required certifications on forms included in this RFQ. Each form that requires signatures must bear an original signature.

**Acceptance of Responses** – Responses must be signed, sealed and received in completed form at the Northside Development Group Office located at 410 Magnolia Street, Spartanburg SC 29303 no later than the response submission time and date. Unsealed responses will not be accepted. Responses submitted after the designated date and hour will not be accepted for any reason and will be returned unopened to the originator. The Collaborative Partners reserves the right to accept or reject any or all responses, to take exception to these RFQ specifications, or to waive any formalities. Respondent may be excluded from further consideration for failure to fully comply with the specifications of this RFQ.

**Time for Reviewing Responses** – Responses received prior to the due date and time will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no response received thereafter will be considered. Responses will not be publicly opened. Responses once submitted become the property of the Collaborative Partners.

**Withdrawal of Responses** – Responses may be withdrawn on written request dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for receipt, provided that written confirmation of any telegraphic withdrawal over the signature of

the Respondent is placed in the mail and postmarked prior to the time set for response opening. Negligence on the part of the Respondent in preparing its Response confers no right of withdrawal or modification of its response after the due date and time.

**Certification of Legal Entity** – Prior to execution of the contract agreement, the respondent shall certify that joint ventures, partnerships, team agreements, new corporations or other entities that either exist or will be formally structured are, or will be legal and binding under laws of the State of South Carolina.

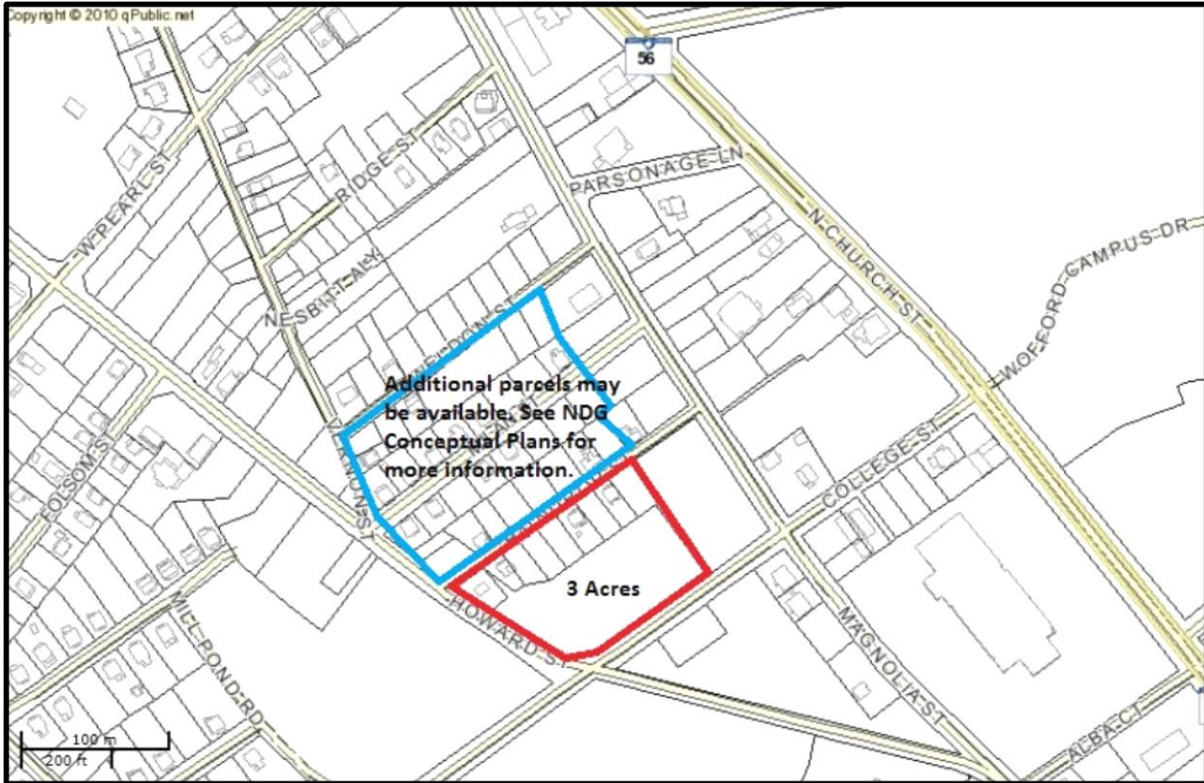
**Costs Borne by Respondents** – All costs related to the preparation of this RFQ and any related activities are the responsibility of the respondent. The Collaborative Partners assumes no liability for any costs incurred by the respondent throughout the entire selection process.

**Best Available Data** – All information contained in this RFQ is the best data available to the Collaborative Partners at the time the RFQ was prepared. The information given in the RFQ is not intended as representations having binding legal effect. This information is furnished for the convenience of respondents and the Collaborative Partners assumes no liability for any errors or omissions.

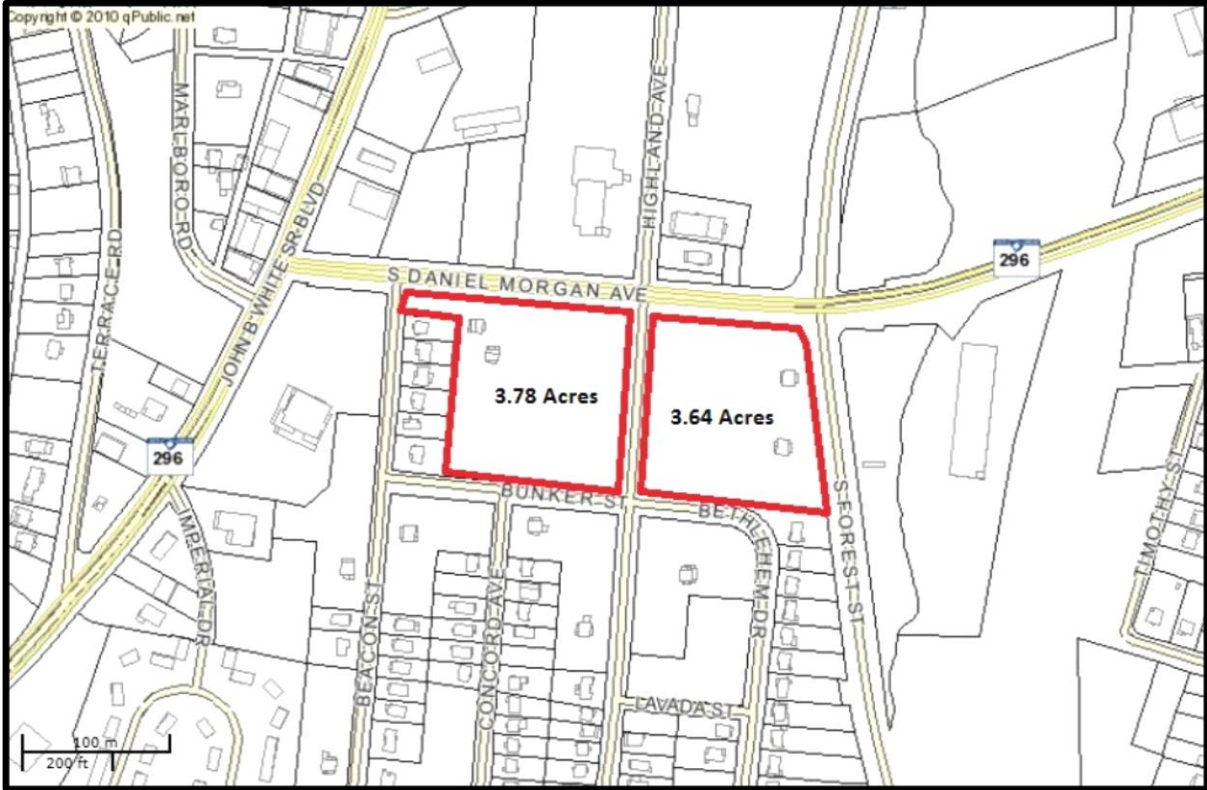
**Contact with Staff, Board Members, and Residents** – Offerors may not make any contact with SHA Staff, Board Members, or Residents. All communications with the Collaborative Partners shall be in writing.

**Respondent Responsibilities** – Each respondent is presumed by the Collaborative Partners to have thoroughly studied this RFQ and become familiar with the package's contents and the location, nature, etc. of the sites covered by the RFQ package. Any failure to understand completely any aspect of this RFQ or the proposed sites is the responsibility of the respondent.

**SITE MAP – NORTHSIDE NEIGHBORHOOD**



**SITE MAP – HIGHLAND NEIGHBORHOOD**



**NOTICE OF INTENT TO RESPOND**

**NORTHSIDE AND HIGHLAND NEIGHBORHOOD  
Request for Qualifications (RFQ) for Development Partner**

The purpose of this Notice is to help the Collaborative Partners manage information and to ensure communications targeted to prospective respondents reach their intended recipients. By completing this Notice, the undersigned is not bound to submit a response. The Collaborative Partners will only initiate continuing communication about the RFQ with firms and individuals that return the Notice of Intent to Respond by July 7, 2016. The authorized representative will serve as the single point of contact with the respondent throughout the selection process and all communications to the respondent will be addressed to the authorized representative.

Notices of Intent to Respond should be completed and returned to Martin Livingston via email at [fivelivingstons@outlook.com](mailto:fivelivingstons@outlook.com).

Organization or Team Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Authorized Representative Contact Information

Organization:

Street Address:

City:

State:

Zip:

Telephone:

Email:

Fax:

PLEASE PROVIDE THE INFORMATION REQUESTED ON THIS PAGE AND EMAIL TO:  
Martin Livingston via email at [fivelivingstons@outlook.com](mailto:fivelivingstons@outlook.com).