

CHRIST EPISCOPAL CHURCH

**REQUEST FOR QUALIFICATIONS
FOR DEVELOPMENT PARTNER**

**DATE OF ISSUE:
January 16, 2025**

**RESPONSE DUE DATE:
February 26, 2025**

LEGAL NOTICE

CHRIST EPISCOPAL CHURCH. Request For Qualifications “RFQ” For Public Housing Development Partner

SECTION 1: INTRODUCTION

1.1 Background.

Christ Episcopal Church (the “Church”) was founded in the 1760s and currently is organized under the umbrella of the Episcopal Diocese of New York. The Church’s congregation in Poughkeepsie has had a long-term commitment to assisting in meeting the needs of the surrounding neighborhood and community. At the present time, the shortage of affordable housing is a matter of particular concern. Over the last several decades, the Church assisted in opening the first homeless shelter in the City of Poughkeepsie, and now provides space for a “Code Blue Warming Center” during the winter. Previously, the Church partnered with other congregations in sponsoring the Interfaith Tower senior housing project. Collaboration with Hudson River Housing, the neighboring Clinton Elementary School, and other local agencies and programs has also been part of the Church’s work in the community.

The Church currently owns property located at 20 Carroll Street, in the City of Poughkeepsie, Dutchess County, New York (SBL No. 6161-21-077906), on which is located the Church’s house of worship. The northern portion of the Church’s property, along Montgomery Street, is currently vacant land (the “Development Site”). The Issuer believes that a portion of the Development Site may have been used as a burial ground in the 1600s. Remains were later relocated during the construction of the current Church in the 1800s. The Development Site may be archeologically sensitive.

Given the ongoing lack of decent, safe and affordable housing within the City of Poughkeepsie, particularly for those people who are working in the community and the surrounding area, but whose incomes are insufficient to afford “market-rate” housing but are greater than incomes permitted for typical “low-income” housing, the Church desires to develop the Development Site for workforce and/or affordable housing purposes. Accordingly, the Church issues this RFQ for the Development Site. The Church is sometimes referred to herein as the “Issuer”.

1.2 Intent.

The Issuer is requesting competitive qualifications from responsible, qualified individuals, entities, or teams to serve as a co-development partner for the planned development of the Development Site and which is the northern portions of 20 Carroll Street in the City of Poughkeepsie, Dutchess County, New York (SBL No. 6161-21-077906), as outlined in the following “Scope of Work”. The Issuer intends to select one or more respondents with demonstrated and successful experience in workforce housing development and financing.

1.3 Distribution.

This RFQ will be broadly distributed to all interested parties. It will be posted on the Church website - www.christchurchpok.org. A notice will be posted in the Poughkeepsie Journal newspaper. The RFQ will be distributed to various public housing and affordable housing trade organizations, and it will be released to affordable housing developers in the Hudson Valley region and to all persons and entities that inquire and request a copy of the RFQ.

1.4 Submissions.

This RFQ invites sealed responses (“Responses”) from qualified perspective development partners (“Respondents”). The Issuer intends to enter into a pre-development agreement with one or more of the Respondents to act as a development partner (the “Selected Respondent”). One (1) original and five (5) paper copies of the Response and one (1) digital copy of the Response on a USB drive must be submitted, sealed in an opaque envelope clearly marked with the name of the proposal and the name and address of the proposer. Proposals must be received no later than February 26, 2025, at the following address:

Christ Episcopal Church
20 Carroll Street
Poughkeepsie, New York 12603
Attn: Procurement Officer

1.5 Sole Point of Contact.

The sole point of contact for this RFQ is Stephen Currie, Senior Warden (the “Sole Point of Contact”). The Sole Point of Contact can be reached by phone at (845) 234-8909 or by email at sa.currie@verizon.net. Direct all questions, comments, or requests for clarification or changes regarding this RFQ to this individual. Respondents must not communicate directly or by proxy with the Issuer’s Board or employees not specifically named in this RFQ, regarding this RFQ, except upon invitation by the Issuers in a formal interview by the Sole Point of Contact.

1.4 Key Dates.

Date	Action
01-15-2025	Date of Issue
02-05-2025	Site Tour
02-12-2025	Deadline for Questions
02-19-2025	Deadline for Responses to Questions
02-26-2025	RFQ Responses Due
03-06-2025	Interviews (if necessary)
03-28-2025	Notification of Selected Respondent

1.5 Site Tour.

A prospective Respondent may, at its option, participate in the site tour to be held on February 5, 2025. Respondents are not expected to provide Issuer with a proposed scope of work for the Development Site. The Issuer anticipates that a final scope of work will be developed in partnership with the Selected Respondent. The site tour is simply provided for those Responders who want to be more familiar with the Development Site.

1.6 Award.

It is the intent of the Issuer to enter into a pre-development agreement with the Selected Respondent (“Agreement”). Any notice of preliminary award pursuant to this RFQ shall be conditioned on the Selected Respondent and the Issuer negotiating and entering into a form of Agreement that incorporates the terms of this RFQ and the contents of the Selected Respondent’s Response and is acceptable to the Issuer, in its sole and absolute discretion. Upon receipt of a preliminary notice of award, the Selected Respondent and

Issuer will negotiate the terms of the Agreement, which will include the specific responsibilities of the Selected Respondent.

SECTION 2: SCOPE OF SERVICES

The Issuer intends for a complete development of the Development Site, including the construction of multiple new apartment units (the “Project”). The Project will involve the creation of significant density on the Development Site.

Poughkeepsie has a very vibrant economy and workforce including many persons employed by the service industry. The Poughkeepsie area median housing prices and rents are not within the reach of most of the employees of businesses in the City and surrounding area. Land costs are also very high and as a result very few affordable housing options exist for the essential workforce. Since the Development Site is currently vacant, it provides an opportunity to provide options for working families and persons to reside in decent affordable housing close to their employment.

Upon award of Project funding, the Issuer (or its affiliate) anticipates negotiating and entering into a development agreement with the Selected Respondent, to be signed at construction closing, pursuant to which the Issuer and the Selected Respondent shall jointly develop the Project (the “Development Agreement”). The Development Agreement shall include, among other items, the following business terms:

1. The Issuer (or its affiliate) and the Selected Respondent shall serve as the co-developer for the Project. Any development fee from the Project shall be split between the Respondent and the Issuer such that the Issuer’s share of the total development fee (including any deferred portion thereto) shall be no less than \$1,500,000.

2. The Selected Respondent shall provide any and all guarantees to the Project funders and tax credit investor. The Issuer shall have no obligation to provide any guarantees.

3. A typical low-income housing tax credit structure is anticipated for the Project, where a limited partnership or limited liability company will be created in which the tax credit investor will hold 99.9% of the interest in the Project owner and an entity formed by the Issuer and the Selected Respondent (or their affiliates) will serve as the general partner or managing member of the Project owner and own 0.1% interest in the Project owner.

4. The Issuer shall have final approval rights with respect to architecture, design, site layout and materials.

5. The Project shall be designed such that the Issuer may tap into any renewable energy facilities at the Development Site for the benefit of the Church. If no renewable energy facilities are intended as part of the Project design, the Issuer shall have the right to install renewable energy facilities at the Development Site in the future for the benefit of the Church. Any renewable energy credits will be split between the Issuer and the Selected Respondent as mutually agreed.

6. The Development Site will be ground leased to the Project owner for a term of 99-years.

7. The Selected Respondent will be responsible for the management and day-to-day operations of the Project owner.

8. Upon Project completion, the Selected Respondent will provide property management services to the Project owner.

9. Upon the expiration of the 15-year compliance period under the low-income housing tax credit program, Issuer shall have (i) an option to purchase the Project at the greater of fair market value or debt and taxes, and (ii) a right of first refusal to purchase the Project at debt and taxes.

SECTION 3: EVALUATION SCORING

3.1 Evaluation Process. The evaluation process is designed to award the Response not necessarily to the Respondent of least cost, but rather to the Respondent (a) with the best combination of attributes based on the evaluation criteria, and (b) who submits a Response that, all things considered, the Issuers determine is the best value and in the best interest of the Issuers. A score shall be calculated for each criterion for each Response. The score shall be the sum of the rating assessed by the evaluation team for any given criterion, multiplied by the pre-established weight for that criterion. The total of the scores for all criteria in each proposal will be known as the proposer’s final score.

3.2 Criteria and weights are as follows:

EVALUATION CRITERIA	Maximum Points
1. Respondent Experience: Evidence of the Respondent’s experience, knowledge and expertise in the redevelopment of similar work force housing projects.	30
2. Proposed structure and relationship between the Respondent and Issuer with respect to ownership and development activities, including, proposed development fees, contractor’s fees, architectural and engineering fees, legal and accounting fees, and any other fees.	25
3. Prior experience with funding sources utilizing HUD and New York State funds, including low income housing tax credits, HCR, NYSERDA and similar funding sources.	25
4. Prior experience with the development of archeologically or environmentally sensitive sites.	20
<i>TOTAL POINTS</i>	<i>100</i>

- The Issuer may make such investigations it deems necessary to determine the ability of the Respondent to perform the Scope of Services. The Respondent shall furnish to the Issuer, within five (5) days of a request, all such information and data for this purpose as may be requested.
- The Issuers reserve the right to reject any Response if the information submitted by, or investigation of, such Respondent fails to satisfy the Issuers that such Respondent is qualified to carry out the Scope of Services. During the evaluation of Responses, the Issuer may require clarification of information or may invite Respondents to an oral presentation.
- The Issuer will select the Respondents that it deems to be the best value and, in the Issuer’s best interest and issue a preliminary notice of award to the Selected Respondent. The Issuer is free to withdraw such preliminary notice at any time and for any reason, including failure to complete final negotiation of the Agreement, or disapproval of the Agreement by the Issuer.
- All inquiries with respect this RFQ must be submitted in writing to the Sole Point of Contact via electronic mail at sa.currie@verizon.net. Replies will be issued by addenda posted on the Church’s website. Only questions answered by formal written Addenda will be binding to the Issuers. It is the responsibility of all Respondents to refer frequently to the Church’s website to check for any addenda.

SECTION 4: PROPOSAL CONTENT AND FORMAT REQUIREMENTS:

4.1 Qualifications. Respondents must submit a concise Response that includes the following:

- A description of its experience with successful multi-family affordable housing projects developed that resulted in positive outcomes for the residents and local community, with a particular focus on workforce housing projects. Include information on each project's financing structure.
- A description of at least one new construction project and its financing structure.
- A description of its experience with the Scope of Services. Provide a brief description of services the Respondent expects to provide to the Issuer. Indicate whether the Respondent is prepared to render the Scope of Services using its own resources or whether some services will be subcontracted. If the Respondent seeks to subcontract some services, indicate the subcontractor that the proposer seeks to use. The description should emphasize services to be subcontracted, if any.
- A description of any similar previous collaboration with religious corporations or with other development partners.
- Provide the names of the investor members for Respondent's last three (3) affordable housing projects.
- Description of Respondent's experience with giving and receiving community input in development concepts and design.
- Description of Respondent's experience with development of archeologically or environmentally sensitive land.
- The names of all team members to be involved with the Scope of Work and their experience in performing services similar to the Scope of Services. Include resumes for all employees expected to be involved and a description of each employee's function, title, number of years of service with the Respondent and other relevant experience.
- Provide any other information you believe would make the Respondent uniquely positioned to provide the Scope of Services.
- Provide three relevant references, including name, address, email and telephone number.
- Indicate whether Respondent has external members of the team, and a preference or prerequisite that such external members be designated as part of the development team, such as engineers, architects or design professionals, legal counsel, investors or others. The identity, relevant experience and credentials must be provided for all external team members.
- If helpful, submit an organizational chart showing all the individuals that will be assigned to the Project.

- Provide a 2023 financial statement for the Respondent, or for the Respondent’s most recent fiscal year, prepared by a Certified Public Accountant. If the Respondent consists of multiple entities, then provide one recent financial statement for each entity, or the lead principal of each entity. This statement should demonstrate the financial capacity of the Respondent for executing all applicable guarantees. Financial statements may be submitted in a separate, sealed envelope (one copy only) marked “Financial Statements - Confidential.”
- Indicate whether the Respondent is a New York State certified Minority or Women-Owned Business Enterprise or Service-Disabled Veteran-Owned Business. The Issuer is committed to equal opportunity in its procurement and encourages Section 3 and M/WBE firms to respond to this solicitation.

The Issuer encourages applications from Minority/Women Business Enterprises (M/WBEs), and Section 3 firms. We also encourage Respondents to partner with these types of entities to provide employment opportunities to the disadvantaged. In accordance with New York State law and regulations, it is the desire of the Issuer to encourage Minority and Women Business Enterprises as well as Section 3 firm participation in this program by contractors, subcontractors, and suppliers, and all Respondents are expected to cooperate in implementing this policy.

4.2 Development and Fee Structure.

The Respondent shall provide a narrative describing the proposed structure and relationship between the Respondent and Issuer with respect to ownership and development activities, including project planning, design, financing and construction activities related to the implementation of the plan and delivery of the Project. The Respondent should propose to provide development services in a joint-venture arrangement, where the Respondent is the general partner or managing member of the joint venture entity to be formed by the Issuer and Respondent. The narrative should include proposed development fees, contractor’s fee, architectural and engineering fees, legal and accounting fees, and any other fees. Fees should be expressed as percentages of appropriate cost basis.

4.4 Mandatory Documentation.

The proposal submission must include the following documents completed and executed by the Respondent:

- Exhibit A – Initial Disclosure Form;
- Exhibit B – Legal Status Form;
- Exhibit C – Non-Collusion Bidding Certificate;
- Exhibit D – Bidder Hold Harmless Agreement;

SECTION 5: STATEMENT OF LIMITATIONS

By submitting a response to this RFQ, each Respondent acknowledges and accepts the following statement of limitations.

- The issuance of this RFQ and the submission of a Response, or the selection of a Selected Respondent does not obligate the Issuer in any manner whatsoever. Legal obligations will only arise upon the Issuer's approval and execution of the Agreement.
- The Issuer reserves the right to (a) amend, modify, or withdraw this RFQ in its sole discretion; (b) revise any requirements of this RFQ; (c) select multiple Responses; (d) reject any or all Responses; (e) make an award under this RFQ in whole or in part; (f) disqualify any Respondent whose conduct and/or proposal fails to conform to the requirements of this RFQ; (g) seek clarifications and revisions of Responses; (h) use Response information obtained through interviews and its investigations of a Respondent's qualifications, experience, ability or financial standing, and any material or information submitted by the Respondent; (i) prior to the Respondent selection, amend the RFQ specifications to correct errors or oversights, or to supply additional information, as it becomes available; (j) prior to the Respondent selection, direct Respondents to submit Response modifications addressing subsequent RFQ amendments; (k) change any of the scheduled dates; (l) eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Respondents; (m) waive any requirements that are not material; (n) negotiate with the Selected Respondent within the scope of the RFQ in the best interests of the Issuers; (o) conduct contract negotiations with the next responsible Respondent, should the Issuer be unsuccessful in negotiating the Selected Respondent; and (p) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Response and/or to determine a Respondent's compliance with the requirements of this RFQ.
- Those submitting Responses do so entirely at their own expense. There is no express or implied obligation by the Issuer whatsoever to reimburse any Respondent for any costs incurred in preparing a Response, preparing or submitting additional information requested by the Issuer, participating in any selection interviews, negotiating and preparing the Agreement.

SECTION 6: ADDITIONAL INFORMATION

6.1 [Intentionally omitted].

6.2 Vendor Responsibility.

All Respondent's must be "responsible," which in this context means that they must have the requisite financial ability, organizational capacity and legal authority to carry out the Scope of Services under this RFQ, and in addition must demonstrate that the Respondent has and will maintain the level of integrity needed to contract with the Issuers.

EXHIBIT A
INITIAL DISCLOSURE FORM

1. Exceptions to the RFQ (Please check one of the following)

- _____ This Response does not take exception to any requirement of the RFQ.
_____ This Response does take exception to requirements of the RFQ. The specific exceptions are listed in a separate attachment.

2. State Debarment List

Is the Respondent on the State of New York's Debarment List?

- _____ Yes
_____ No

3. Arbitration/Litigation

Has either the Respondent or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

- _____ Yes If "yes," attach a sheet fully describing each such matter.
_____ No

5. Criminal Proceedings

Has the Respondent or any of its principals (regardless of the place of employment) ever been the subject of any criminal proceedings?

- _____ Yes If "yes," attach a sheet fully describing each such matter.
_____ No

6. Legal Malpractice

Within the last three years, has the Respondent or any of its principals (regardless of the place of employment) been sued for legal malpractice?

- _____ Yes If "yes," attach a sheet fully describing each such matter.
_____ No

7. Ethics and Offenses in Public Projects or Contracts

Has the Respondent or any of its principals (regardless of the place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

- _____ Yes If "yes," attach a sheet fully describing each such matter.
_____ No

NOTE:

THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPRISING THE RFQ, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

Firm Name: _____ Address _____

Signed By: _____ Title _____

Date: _____ Telephone # _____

* The signatory must be an authorized representative of the proposer with full power and authority to execute this Disclosure Form.

Signature

This form must be signed and returned with the proposal

**EXHIBIT B LEGAL
STATUS FORM**

Please fully complete the applicable section below, attached a separate sheet if you need additional space, and sign this form.

For purposes of this disclosure, “permanent place of business” means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

Please Check One:

Sole Proprietorship: <input type="checkbox"/>	Limited Liability Company: <input type="checkbox"/>	Corporation: <input type="checkbox"/>	Partnership: <input type="checkbox"/>
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If a Sole Proprietorship

Proposer’s Full Legal Name:

Does the proposer have a “permanent place of business” in New York, as defined above?

Yes **No**

If yes, please provide full street address (Not a P.O. Box) of that “permanent place of business” below.

Street Address:

City:	State:	ZIP Code:
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Mailing Address (if different from Street Address):

City:	State:	ZIP Code
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Owner’s Full Legal Name:

Number of years engaged in business under “Sole Proprietor” or Trade Name:

If a Corporation

Proposer’s Full Legal Name:

Does the proposer have a “permanent place of business” in New York, as defined above?

Yes **No**

If yes, please provide full street address (Not a P.O. Box) of that “permanent place of business” below.

Proposer’s Full Legal Name:

Street Address:

City:	State:	ZIP Code:
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Mailing Address (if different from Street Address):

City:	State:	ZIP Code:
Owner's Full Legal Name:		
Number of years engaged in business:		
Name of Current Officers:		
Chief Executive Officer:		
President:		
CFO/Treasurer:		
Secretary:		
If a Limited Liability Company		
Proposer's Full Legal Name:		
Does the proposer have a "permanent place of business" in New York, as defined above? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business" below.		
Street Address:		
City:	State:	ZIP Code:
Mailing Address (if different from Street Address):		
City:	State:	ZIP Code:
Owner's Full Legal Name:		
Number of years engaged in business:		
Number of Current Manager(s) or Member(s):		
If a Partnership		
Proposer's Full Legal Name:		
Does the proposer have a "permanent place of business" in New York, as defined above? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business" below.		
Street Address:		
City:	State:	Zip Code:
Mailing Address (if different from Street Address):		

City:	State:	Zip Code:
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Owner's Full Legal Name:
Number of years engaged in business:
Names of Current Partner(s):

Disclosure Form Authorization

Firm Name: _____ Address _____

Signed By: _____ Title _____

Date: _____ Telephone # : _____

Signature

* The signatory must be an authorized representative of the proposer with full power and authority to execute this Disclosure Form.

This form must be signed and returned with proposal

**EXHIBIT C
NON-COLLUSION BIDDING CERTIFICATE**

By submission of this Response, the Respondent and each person signing on behalf of the Respondent certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The fees set forth within this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

Unless otherwise required by law, the fees which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly, to any other Respondent or to any competitor; and

No attempt has been made or will be made by Respondent to induce any other person, partnership or corporation to submit or not to submit, a Response for the purpose of restricting competition.

FIRM NAME _____ ADDRESS _____

SIGNED BY _____ TITLE _____

DATE _____ TELEPHONE # _____

Subscribed and sworn to before me
this __ day of _____ 20__

Notary Public

This form must be signed and returned with proposal

EXHIBIT D

RESPONDENT HOLD HARMLESS AGREEMENT

(“Respondent”) hereby agrees that it will indemnify and save harmless Christ Episcopal Church from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against Christ Episcopal Church by reason of any omission or act of Respondent, its agents, employees, subcontractors in connection with that certain NON-COLLUSION BIDDING CERTIFICATE submitted herewith, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by Christ Episcopal Church in defending any suit, including attorneys’ fees. Furthermore, at the option of Christ Episcopal Church, Respondent shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto.

FIRM NAME _____ ADDRESS _____

SIGNED BY _____ TITLE _____

DATE _____ TELEPHONE # _____

Subscribed and sworn to before me
this __ day of _____ 20__

Notary Public

This form must be signed and returned with proposal

