



February 25, 2008

**Request for Proposals
Residential Housing Developer for Cuyler Brownsville I
2009 Harden Street PIN #2-0067-11-003
RFP#08.053**

Dear Proposer:

The City of Savannah is now accepting proposals for selection of a developer, investor agency, or individual to purchase an existing residential property to renovate for affordable quality housing in **Cuyler Brownsville, Savannah Redevelopment Plan**, in the City of Savannah.

Instructions for preparation and submission of a proposal are contained in this package.

Proposals shall be submitted to:

Purchasing Department
City of Savannah
City Hall, 3rd Floor
Bull & Bay Streets
PO Box 1027
Savannah, GA 31402
Attn: Peggy Joyner, Director
RFP No. 08.053

If the City elects to award this property to a developer, it will not do so prior to **Monday, March 17, 2008**. Proposals may be submitted at any time during normal business hours, Monday through Friday until a developer(s) has been selected

Thank you for your interest in doing business with the City of Savannah.

Sincerely,

Margaret H. Joyner
Purchasing Director

Joy M. Kerkhoff
Assistant Purchasing Director

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SECTION I

INFORMATION & INSTRUCTIONS

1.0 Submission Requirements:

- 1.1** The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked, **RFP #08.053, 2009 Harden Street, Residential Developer, Cuyler Brownsville.** Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

1.2 Proposal Format:

Proposals shall include the following information at a minimum: Responses to information requested in this RFP (Section 2.3) Proposed purchase price.

- 1.3** It is the sole responsibility of the Proposer to assure that they have received the entire Request for Proposal (RFP).
- 1.4** Proposers will be notified in writing of any change in the specifications contained in the RFP.
- 1.5** No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City of Savannah. No employee of the City of Savannah is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.
- 1.6 Right of Rejection and Clarification:** The City of Savannah reserves the right to reject any and all proposals and to request clarification of information from any proposer. The City of Savannah is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.
- 1.7 Request for Additional Information:** Prior to the final selection, proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.
- 1.8 Denial of Reimbursement:** The City of Savannah will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.
- 1.9 Gratuity Prohibition:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City of Savannah for the purpose of influencing consideration of this proposal.
- 1.10 Right of Withdrawal:** A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.
- 1.11 Right of Negotiation:** The City of Savannah reserves the right to negotiate with the

selected proposer the exact terms and conditions of the contract.

- 1.12 Right of Rejection of Lowest Fee Estimate:** The City of Savannah is under no obligation to award this project to the proposer having the lowest fee estimate. Evaluation criteria included in this document shall be used in evaluating proposals.
- 1.13 Exceptions to the RFP:** It is anticipated that proposers may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Savannah, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.
- 1.14 Indemnification:** The Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the Mayor and Aldermen of the City of Savannah, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. The Proposer shall secure and maintain General Liability Insurance as will protect him from claims under the Worker=s Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this contract. Further, the proposer shall provide the City with evidence and the amount of Errors and Omissions Insurance, i.e. Professional Liability Insurance currently in effect.
- 1.15 Rights to Submitted Material:** All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Savannah when received.
- 1.16 Basis of Award:** Proposals will be evaluated based upon the information submitted in response to Section II and Section III of this RFP. Proposals shall be evaluated by a Selection Committee. The Selection Committee may, at its option, request any or all proposers to make oral presentations to the Selection Committee. Developers must be in good standing with the City of Savannah Department of Housing.
- 1.17 Liability and Insurance:** The Proposer must furnish a certificate of insurance showing that insurance policies, including workers compensation coverage and builder=s risk coverage are in place prior to the transfer of title of the property to the proposer and in amounts acceptable to the City of Savannah. The City retains the right to disqualify the Proposer should his/her Builder=s insurance policies prove inadequate.
- 1.19 Proposals:** Fee proposals shall be submitted using the form provided in Section III.
- 1.20 Copies:** An original and four copies of the proposal and supporting documents must be submitted in response to the RFP.
- 1.21 Termination of Contract:** The City of Savannah may cancel the contract at any time for breach of contractual obligations by providing the successful proposer with a written notice of such cancellation. Should the City of Savannah exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the

notice of cancellation.

- 1.22 Assignment:** The successful proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the City of Savannah.
- 1.23 Lawsuits, Bribery:** Proposers shall disclose any record of pending lawsuits, criminal violations and/or convictions, etc., and shall not have conflicts of interest under Section 2-4022 of the City of Savannah City Code, and agree that they will fully comply in all respects with the terms of said law.
- 1.24 Proposal Reservations:** The City reserves the right to reject any or all proposals, to award in whole or in part and to waive minor immaterial defects in proposals. Negotiations may be necessary in order to complete the contract.
- 1.25 Conflict of Interest:** The proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 1.26 Independent Contractor:** The proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City of Savannah. Therefore, the proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the Mayor and Aldermen of the City of Savannah, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The proposer shall further understand that the City of Savannah cannot save and hold harmless and or indemnify the proposer and/or the proposer's employees against any liability incurred or arising as a result of any activity of the proposer or any activity of the proposer's employees performed in connection with the contract.
- 1.27 Contract:** The contract between the City of Savannah and the proposer shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the proposal submitted by the proposer to the City in response to the RFP. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the City of Savannah reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the proposer's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.
- 1.28 Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the proposer agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws,

regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

- 1.29 Contacts:** Qualified firms must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. Questions regarding this request for proposal should be directed to:

Martin Fretty
Director of Housing
Department of Housing
City of Savannah

912-651-6926

- 1.30 Minority/Women Business Enterprise (MWBE) Policy:** It is the policy of the City to provide minority and women owned business enterprises with equal opportunity for participating in selling goods and services to the City of Savannah. Proposers are required to make .Good Faith Efforts to subcontract, where applicable, with or purchase supplies from MWBEs. The proposer shall keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

The proposer shall also submit the attached notice of non-discrimination with their proposal and complete the participation schedule if appropriate.

SECTION II SCOPE OF WORK

2.1 The City of Savannah has designated the Cuyler-Brownsville Neighborhood as an Urban Redevelopment Area. The master plan for development of Cuyler-Brownsville Neighborhood meets the requirements of Title 36, Chapter 61 of the Code of Georgia, as amended, known as the Urban Redevelopment Law. In accordance with this law the City will evaluate proposals from qualified developers for the purchase, repair and sale of City owned property identified in this RFP. The City must approve the proposed scope of work for the repair of the house purchased through this RFP. Further, unless otherwise approved in writing by the City, the home purchased through this RFP must be occupied by the developer or sold to a qualified home buyer whose household income, when adjusted for family size, does not exceed 80% of median income for the Savannah Metropolitan Statistical Area-the HOME program income limits, and the buyer must be approved for participation in the City of Savannah Department of Housing DreamMaker-3 program.

2.2 Attached as part of this request for proposals is a map showing the approximate location of the property. The property and approximate sizes are shown below.

Address	PIN	Approx Lot Dim	Approx Lot SF	Asking Price	Map Number
2009 Harden St	2-0067-11-003	50x100	5,000	\$127,000	A

2.3 The City may not sell the house for less than the Asking Price as shown above.

2.4 Repair of house must begin within 30 days after the property has been acquired from the City. The City will negotiate the repair period with the successful proposer.

2.5 The Proposer must submit a list of repairs that will be made to the house along with estimated repair costs.

2.6 Proposals shall be submitted in the following format and include the following information at a minimum. The sale of the property will not be based solely on the amount of money offered for the property. All of the items listed in PART-I and PART-II will be considered when reviewing proposals. Developers who have already submitted PART-II information in previous proposals or who have already constructed and sold houses through the DreamMaker-3 program or who will be owner-occupants of the house are not required to submit this information. Information requested below should be attached to and submitted with a completed Proposal Form.

PART-I (Financial)

1. Proposal Form: Complete the proposal form found in Section III of this RFP.
2. Costs: Provide an itemized breakdown that shows all repair costs to including, but not limited to, property acquisition, soft costs (including but not limited to construction loan interest, marketing, real estate sale commission, overhead, profit, etc.), and hard repair costs for the house based upon the proposed scope of work.
2. Financing: Provide a detailed development financing plan describing all funding sources required to fund the acquisition and repair of the property. Proposals that do not include commitment letters from a lender(s) may not be considered. List any financing, and the terms of such financing, that will be requested from the City. Enter requested City financing in the Proposal Form. The City is not required to provide financing.

Developers with more than \$750,000 in outstanding infill housing development loans with the COS may not be considered for additional financing from the COS until such debt is retired.

PART-II (Other Requirements)

If the Proposer is not going to be the owner-occupant of the house, the Proposer will have to provide the following information unless the Proposer has previously provided this information on other RFPs.

1. Provide credentials and qualifications of the Proposer. Additionally, provide the name of the builder(s), subcontractors and suppliers that you intend to use on this project.
2. Customer satisfaction and relations are major elements of successful housing development projects and are of great concern to the City. Provide names, addresses and phone numbers of home buyers that have purchased houses that you have built (or that your builder has built) during the past two years. Outline how you have responded to customer complaints/concerns after a house is complete, sold and occupied by the home buyer. Describe problems that you have encountered with customers and customer call backs and how you have remedied the problems.
3. Provide a list of addresses of housing development projects you have completed and/or have under construction during the last two years. This should include project budgets; actual project costs; length of time to complete construction; project financing with lender names; and sale prices.
4. Provide a proposed time table for construction and sale of the house.
5. Provide a marketing plan including any plans to involve a real estate company in the sale of houses.

6. Provide a description of how you plan to provide home buyer education to your customers. While you do not have to provide the education yourself, you need to list organizations that you may work with to see that buyer receive this education.
7. Describe how you plan to provide construction employment opportunities to minority and female contractors, subcontractors and low income neighborhood persons.
8. Describe how you plan to involve nonprofit housing organizations, CDCs and the Cuyler Brownsville Neighborhood Association in the development process. Provide letters of support where possible.
9. Do you own and/or did you own property located in Cuyler Brownsville of this redevelopment project? If so, has the City acquired that property and/or are they discussing purchasing that property from you? If you are awarded a lot through this RFP, describe what would be your intended purpose to occupy the property as an owner-occupant.

SECTION III PROPOSAL FORM

Proposals shall include fully completed Proposal Forms with additional information requested in **Section II, 2.6 PART-I and PART-II** attached to this Form.

After reviewing proposals, the City reserves the right to select the course of action that it deems to be most cost effective and/or beneficial to it and its redevelopment initiative in the Cuyler-Brownsville Focus Area. This may include 1) accepting a proposal, 2) negotiating changes to a proposal or 3) rejecting proposals. The City will give priority consideration to proposals in which one or more of the following conditions are met: 1) the Asking Price is paid or exceeded; 2) the proposer will become the owner-occupant of the property and/or 3) the owner-occupant's household income is equal to or less than 80% of area median income adjusted for household size.

PROPOSAL FORM: RFP # 08.053

TO: Peggy Joyner, Director
Purchasing Department
City of Savannah
City Hall, 3rd Floor
Bull & Bay Streets
PO Box 1027
Savannah, GA 31402

DATE: ____/____/____

PROPERTY: 2009 Harden Street – PIN # 2-0067-11-003

I understand that the City of Savannah is asking \$127,000 for this house under this RFP and that it may be sold by the time I submit my Proposal. It will not, however, be sold before March 17, 2008.

I am willing to pay the City of Savannah \$_____ to purchase this house.

I estimate that I will make \$_____ in repairs to the house and have attached a list of work that I will have done to the house.

If the City of Savannah accepts my purchase offer, I will use the following sources of money to purchase the house:

\$_____ Bank/Mortgage Company Financing

\$_____ City of Savannah Financing

\$_____ Cash/Other

I have[] or have not[] obtained financial commitment letters.

(Check applicable box and attach any financial commitment letters)

If I purchase this house, I will use it as my principal home[] or as rental property[].

(Check applicable box)

If the City of Savannah sells this house to me, I have the funds necessary to make the home repairs listed on the attached sheet to the house.

Special stipulations, if any,
include: _____

The City reserves the right to select the course of action that it deems to be most cost effective and/or beneficial to it and its redevelopment initiative in the Cuyler-Brownsville Focus Area. This may include 1) accepting a proposal, 2) negotiating changes a proposal or 3) rejecting proposals. The City will give priority consideration to proposals in which one or more of the following conditions are met: 1) the City's Asking Price is paid or exceeded; 2) the proposer will become the owner-occupant of the property and/or 3) the owner-occupant's household income is equal to or less than 80% of area median income adjusted for household size.

I, the undersigned, have read and understand the requirements of this RFP and agree to comply with the same.

SUBMITTED BY: _____

PROPOSER: _____

SIGNED: _____

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____ **ZIP** _____

TELEPHONE: (_____) _____
Area Code

FAX: (_____) _____
Area Code

INDICATE MINORITY OWNERSHIP STATUS OF BIDDER (FOR STATISTICAL PURPOSES ONLY):
CHECK ONE:

_____ **NON-MINORITY OWNED**

_____ **AFRICAN AMERICAN**

_____ **HISPANIC**

_____ **WOMAN**

_____ **ASIAN AMERICAN**

_____ **AMERICAN INDIAN**

_____ **OTHER MINORITY**

NON-DISCRIMINATION STATEMENT

The proposer certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, We acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Signature

Title

PROPOSED SCHEDULE OF M/WBE PARTICIPATION

Name of Bidder/Proposer: _____ Bid No. _____
Project Title: _____ Total Bid Amount \$ _____

Name of M/WBE Participant	Address	Type of Work Sub-Contracted	Subcontract Value	MBE/WBE Status
			\$	
			\$	
			\$	
			\$	

MBE Participation Value: _____ % \$

Women Participation Total Value: _____ % \$

The undersigned will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule conditioned upon executing of a contract with the Mayor and Aldermen of the City of Savannah.

Joint Venture Disclosure

If the proposer is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the Minority/Female joint venture firm.

Joint Venture Firms	Level of Work	Financial Participation

Signature: _____
Title: _____

Note: The Minority/Woman-Owned Business Office is available to identify qualified M/FBE's. Please contact the Office at (912) 651-3653. This form may be copied as needed. The City of Savannah has also posted a list of registered M/FBE's on its website @ www.savannahga.gov.

