

Village of Perry

# REQUEST FOR PROPOSALS (RFP)

## 2018 – 008

For:

# 59-61 SOUTH MAIN STREET REDEVELOPMENT PROJECT

Perry, NY



Matthew Jensen  
Village Administrator  
Village of Perry  
46 North Main Street  
Perry, NY 14530

**PROPOSALS DUE ON DECEMBER 7, 2018 by 2:00 PM**

## I. General Information

### A. INTRODUCTION

The Village of Perry (“Village”) seeking developers and/or development teams (“Developer”) for a property at 59-61 South Main Street in the Village of Perry. Properties along Main Street is comprised of mixed-use/commercial and residential types of development. The proposal that is submitted will be for the purchase of the available parcels as identified within the Tax Map # section below.

Interested developers should note that there is no Village commitment to provide funding for renovation, construction or site work for the project.

### B. PROPERTY INFORMATION

Municipality: Village of Perry

Address: 59-61 South Main Street  
Perry, NY 14530

Tax Map#: 100.7-7-28

Preferred Use: Mixed-use with commercial/retail on the 1<sup>st</sup> floor and option for residential units on the 2<sup>nd</sup> floor.

Sales Price: Please propose a purchase price that allows for a project that is economically viable and meets a “highest and best use” standard.

Primary Contact: Matthew Jensen, Village Administrator  
Village of Perry  
(585) 237-2216  
mjensen@Villageofperry.com

### C. SITE BACKGROUND & HISTORY

The building is a two story structure with a crawl space basement. The main floor is bifurcated into two retail/commercial units with stair access to the second floor between the two units’ front access doors. The second floor currently features two one-bedroom style apartments. Building construction is a mix of concrete brick and wood frame construction with at least two additions to the original structure. There is roof damage in two locations, one featuring a collapsed area of about 12 feet square that will require repair before occupancy. The property also features six storage units attached at the rear of the property. These have been rented in the past and appear to be in good repair.

The parcel is approximately 54 feet wide and 134 feet deep. Front access is from Main Street. Rear access is through Travers Place drive and property recently acquired by the Village.

### D. CALENDAR OF EVENTS

The following is the anticipated schedule for this RFP process:

1. Request for Proposal Issued \_\_\_\_\_ November 19, 2018
2. Site Tour (Optional) \_\_\_\_\_ By appointment
3. Proposals Due Date \_\_\_\_\_ December 7, 2018, 2:00 PM
4. Selection Date \_\_\_\_\_ December 17, 2018

The Village is seeking a Developer with the capacity and creativity to transform the parcel(s) included in this RFP by following high development standards and presenting a commercially viable project for the area. The Developer will be expected to coordinate design and construction with the Village to ensure that the proposed project matches the Village’s revitalization goals.

The Village’s intention is to select a Developer and proposal with the highest quality plan(s) to provide exclusive negotiation period which would enable the parties to undertake proper due diligence and establish a firm development schedule.

**E. DISPOSITION PROCESS**

The Village will sell this property through a disposition process. During this process, the Developer must show how funds will be procured to develop a fully-realized project. Other requirements may be imposed by the Village to insure that the property will be developed; including, verifying costs associated with construction, and that the project could be permitted as intended. The Village will not close on the property until all the terms of the disposition process are fulfilled.

The Village Board of Trustees must approve any and all developers who purchase the properties.

**II. Submittal Information**

**A. SUBMITTING PROPOSALS**

Responses should be limited to 11 pages. One Original (identify) PLUS 4 identical copies of all materials required for acceptance of their proposal should be submitted on or before 2:00 p.m., 12/7/2018 to:

Village of Perry  
 Attn: Development RFP 2018-007 – 59-61 S. Main  
 46 N Main Street  
 Perry, NY 14530

All proposals must be received by the stated time. Late proposals will not be accepted. Receipt of the proposal by the U.S. mail system does not constitute receipt of the proposal by the Village

The Village does not accept facsimile machine or email submitted proposals.

**B. INCURRING COSTS**

The Village is not liable for any cost incurred by proposers in replying to this RFP.

**C. PROPOSAL ORGANIZATION AND FORMAT**

These requirements are designed to establish a Developer’s overall capacity to complete this project and to meet the requirements and obligations associated with the land.

- 1) Project Narrative
  - a) Description of development plan for the selected parcel(s) including use, number of units (for residential) and/or rentable square feet (for commercial, retail or office)
  - b) Explanation of ownership entity (single owner, partnership, LLC); and
  - c) Prospective development timeline including major milestones.
- 2) Relevant Development Experience
  - a) Include brief description of similar projects (date, location, concept);
  - b) Other similar projects currently under development;
  - c) Description and role of development entity; and
  - d) References - strong references include banks, municipal entities, co-developers, tenants, and press clippings that include project narratives to describe previous work.
- 3) Financial Capacity
  - a) Detailed description of ability to finance the costs associated with project; and
  - b) Identify the people or entities in the proposed development team, including any and all joint venture, general or limited partners, and respective percentages of interest.
- 4) Budgets
  - a) Preliminary development budget listing proposed sources and uses, including acquisition costs (use attached form 'Exhibit B'), and indicate gaps if any; and
  - b) Prospective construction budget
- 5) Include proposed acquisition price
- 6) Include tax generation estimates

### **III. Proposal Selection and Award Process**

#### **A. EVALUATION COMMITTEE**

The Village's evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the service(s) and/or product(s) that are the subject of this RFP. Proposers may not contact members of the evaluation committee except at the request of the Village.

#### **B. SELECTION CRITERIA**

Developer will be selected based on, but not limited to, the following criteria:

- a. Proposed development and investment
- b. Experience completing similar development project(s);
- c. Capacity to attract and secure financing;
- d. Compliance with concepts in the Village of Perry Comprehensive Plan;

A Developer will be recommended to the Village Boards of Trustees based on the overall quality of the proposed project. Any proposal to acquire and hold the land with subsequent construction

activities to occur only when and if it is successfully marketed will be rejected. The evaluation of the Developer's qualifications, experience and capacity will be based upon information in the proposal submitted by the Developer, interviews, investigation of projects completed by the Developer, assessment of performance in previous undertakings, and other pertinent factors.

To ensure receipt of any addenda to the RFP, please email Matt Jensen for inclusion on the list at [mjensen@villageofperry.com](mailto:mjensen@villageofperry.com).

### **C. RIGHT TO REJECT PROPOSALS**

The Village reserves the right to reject any and all proposals in full and/or in part, waive any informality, issue subsequent RFPs, cancel the entire RFP, remedy technical errors in the RFP process, and seek assistance in the evaluation process.

### **D. PROPOSAL SCORING**

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request interviews/presentations, conduct demonstrations and/or conduct on-site visits. The resulting information will be used to score the proposals. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

### **E. NEGOTIATE CONTRACT TERMS**

The Village reserves the right to negotiate the terms of the contract, including the award amount, and/or refinement of the scope or work, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the Village may negotiate a contract with the next highest scoring proposer.

## **IV. Legal Information**

### **A. VERIFICATION**

The Village shall have the right to verify the accuracy of all information submitted and to make such investigation as it deems necessary to determine the ability of a prospective Developer(s) to perform the obligations in the response.

1. **Inspection of Parcel:** Developers shall be given an opportunity to inspect the property and the title to the property, among other things. If the Developer is selected and elects to proceed after exercising its due diligence, it shall acquire or take possession of the parcel(s) in "AS-IS" CONDITION, unless otherwise agreed to by the Village in its discretion, in a Disposition Agreement.
2. **Building Permits, Zoning Variances and Financial Viability:** The sale of the property in no way guarantees or warrants grading permits, building permits, zoning variances, or financial viability. The Village reserves the right to refuse to sell the property until a Developer is able to obtain all necessary financing and permits.
3. **Disclaimer of Liability:** Developer(s) acknowledges by submitting information and proposals to the Village that the Village does not undertake any obligations, and shall have no liability with

respect to the development program, this RFP, and responses thereto, nor with respect to any matters related to any submission by Developer(s).

4. The Developer, for itself and its employees, contractors, and primary subcontractors, agrees not to discriminate against or segregate any person or group of persons on any unlawful basis in the construction, sale, transfer, use, occupancy, tenure or enjoyment of the property or any improvements erected or to be erected thereon, or any part thereof.
5. The Village shall be the sole judge as to which proposals best meet the selection criteria. Notwithstanding anything in this RFP to the contrary, Village reserves the right to reject any or all proposals received, to waive any submission requirements contained within this RFP, and to waive any irregularities in any submitted proposal.
6. Upon receipt and acceptance of the binding letter of intent, the Village will provide to the selected Developer a disposition agreement. The disposition agreement will contain the following terms between the Village and the Developer;
  - Specify the property being sold is in an AS-IS WHERE-IS condition with no representations and warranties.
  - Will detail a closing date within fourteen (14) days of the execution by the Village and the Developer.
  - The deed to be conveyed will be a quit claim deed, and the quit claim deed will contain a right of reversion clause that the Developer must initiate the physical development of the property in accordance with the terms of its proposal within one year (1) of the transfer of the deed. If Developer fails to develop the property in accordance with the development proposal accepted by the Village, the Village may exercise its right of reversion.
  - Settlement will be held in Perry, New York. Settlement will be held within fourteen (14) days. If settlement is not completed by this date, either party will then have the right to declare time to be of the essence by giving notice to the other party. The notice will state that time is of the essence and will fix the time, date and place of settlement. The date fixed may not be later than 30 days following the effective date of giving such notice.

## **B. TAXES**

Developer will address the real estate taxes and any transfer taxes associated with the Property.

## **C. POSSESSION**

Possession of the Property will be delivered to the Developer on the date of settlement.

## **D. RISK OF LOSS; INSURANCE**

No representations. Village is transferring this property on an "AS-IS WHERE-IS" basis and makes no representations as to the condition of the property. Seller has no knowledge of any environmental issues on the property. The Developer takes responsibility for any title defects.

## **E. MUNICIPAL IMPROVEMENTS**

Developer will be responsible for any municipal claim against the property, no matter whether the Ordinance or Resolution authorizing said improvements was adopted prior to the date of this Agreement, on the date of this Agreement, or after the date of this Agreement.

## **F. ZONING AND OTHER ORDINANCES**

Village makes no representations as to whether the property is in compliance with that Zoning Classification or whether there are notices of uncorrected violations of housing, building safety, or other fire ordinances.

## **G. INSPECTION OF PROPERTY**

Developer acknowledges that they inspected the Property and have done all of their due diligence before closing on the Property. Developer is relying only on the inspection of the Property made by the Developer and are not relying on any oral statement concerning the physical condition of the Property made by the Village representatives or agents or any written statement concerning the physical condition of the Property given to Developer by the Village except for written statements contained in this Agreement.

## **H. ADDITIONAL PROVISIONS TO BE INCLUDED IN THE QUITCLAIM DEED:**

- A. Unless Developer receives the Village written consent, Developer, and their successors-in-interest agree not to sell, subdivide, or partition the real estate for five (5) years after the date of settlement. If Developer, or their successors-in-interest do sell, subdivide, or partition the real estate within five (5) years after the date of settlement, without Village's prior written consent, the real estate will revert to the Village, or its successor-in-interest.
  
- B. Developer agrees that the closing agent will be Village's Attorney.

## **I. ATTACHED EXHIBITS:**

- Proposal Summary Page
- Sources and Uses Budget
- References

# ATTACHMENT A – Proposal Summary Page

**59-61 S Main  
Redevelopment Project**

## DEVELOPMENT TEAM

Ownership Entity: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Consultant(s): \_\_\_\_\_

Partner: \_\_\_\_\_

Architect: \_\_\_\_\_

Contractor(s): \_\_\_\_\_

## PROPOSAL TERMS

Acquisition Offer: \_\_\_\_\_

Total Estimate Project Cost: \_\_\_\_\_

Developer Equity: \_\_\_\_\_

Total Estimate Project Gap: \_\_\_\_\_

Construction Start Date: \_\_\_\_\_

Anticipated Construction Duration: \_\_\_\_\_

***Complete any fields that apply.***

Total Residential Units: \_\_\_\_\_

Total Retail Square Footage: \_\_\_\_\_

Total Office Square Footage: \_\_\_\_\_



## ATTACHMENT B – Project Sources and Uses of Funds

59-61 S Main  
Redevelopment Project

Developer: \_\_\_\_\_

<b>SOURCES OF FUNDS</b>	
Loan #1	
Loan #2	
Loan #3	
Equity	
Grants	
Other Source #1	
Other Source #2	
<b>TOTAL SOURCES OF FUNDS</b>	

<b>USES OF FUNDS</b>	
Acquisition	
Hard Costs and FF&E	
Soft Costs	
Miscellaneous Costs	
<b>TOTAL USES OF FUNDS</b>	

<b>Additional required gap</b>	
<b>Financing or Equity</b>	

## ATTACHMENT C – References

### 59-61 S Main Redevelopment Project

**Developer:** \_\_\_\_\_

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document.

**Company Name:** \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Product(s) Used and/or Service(s) Provided: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Product(s) Used and/or Service(s) Provided: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Product(s) Used and/or Service(s) Provided: \_\_\_\_\_