

**REQUEST
FOR
OFFERS**

**CRYSTAL TOWERS
DISPOSITION**



**HOUSING AUTHORITY
of Winston-Salem**

RESPONSE DUE DATE:

**MONDAY
OCTOBER 15, 2018
2:00 PM LOCAL TIME**

PART I – BACKGROUND

The Housing Authority of the City of Winston-Salem (the “Housing Authority”) is a municipal corporation formed in 1941 to address housing issues affecting families in the Winston-Salem area. The Housing Authority’s staff is led by its Chief Executive Officer (“CEO”). The organization is governed by a nine-person Board of Commissioners appointed by the mayor of the City of Winston-Salem. The Housing Authority administers approximately 4,500 housing choice vouchers and owns and operates approximately 1,400 units of rental housing.

The Crystal Towers Apartment Community is a two-hundred one (201) unit, eleven (11) story high-rise constructed in 1970 and located at 625 West Sixth Street, Winston-Salem, NC 27101. Since the time of its construction it has been owned and managed by the Housing Authority and operated as low-income public housing. The site, which also includes a parking lot and undeveloped greenspace, is comprised of four separate parcels, identified below.

Parcel Identification Numbers Included in Request:

- 6835-08-5198.00
- 6835-08-4091.00
- 6835-08-6151.00
- 6835-07-2936.00

The above-identified parcels aggregate to approximately 3.10 acres (collectively, the “Property”).

A property map, identifying the included parcels, is attached hereto as Exhibit A.

PART II – DESCRIPTION OF REQUEST

2.1 REQUEST FOR OFFERS

The Housing Authority is seeking offers from individuals and entities interested in purchasing the Property for fair market value and developing it to its highest and best use for the benefit of the City of Winston-Salem. Please be advised that this Request for Offers is not an offer to sell. The Housing Authority reserves the right to reject all offers or cancel, suspend, or amend the provisions of this Request for Offers at any time. The Housing Authority further reserves the right to enter into negotiations with a respondent (or multiple respondents) without such negotiations resulting in the entering into of a purchase agreement or other contract.

2.2 RESPONSIBILITY FOR DUE DILIGENCE

The Property will be sold “as-is.” The Housing Authority makes no representations regarding the physical or environmental condition of the Property. Respondents bear the sole responsibility for undertaking an independent review and analysis of the Property.

2.3 CONDITIONS PRECEDENT TO CLOSING

HUD Declaration

The Property is subject to a Declaration of Trust (“DOT”) for the benefit of the United States Department of Housing and Urban Development (“HUD”). Transfer of the property will require approval by HUD and release of the DOT.

Relocation

Section 18 of the United States Housing Act (the "Act") governs the relocation of residents residing in low-income public housing. All residents must be relocated in compliance with the Act prior to closing. The Housing Authority will be responsible for relocation administration.

Other

The foregoing conditions are identified without limiting other conditions which may be required to be satisfied prior to closing, such as, for example, approval by the Housing Authority's Board of Commissioners.

2.4 COVENANTS

The future use of the Property is of importance to the Housing Authority. As identified herein, factors other than proposed purchase price will be considered by the Housing Authority when determining to whom the Property will be sold. Certain covenants may be requested of the proposed buyer, which covenants shall be identified and discussed between the Housing Authority and the proposed buyer during the negotiation process.

2.5 SITE VISIT & BUILDING PLANS

The site will be open to interested parties for inspection on **September 12, 2018 from 9:00 a.m. to 3:00 p.m.** Housing Authority staff will be available to provide access to model units, mechanical rooms, common areas, etc. Respondents shall not attempt to enter the building at any other time than that designated in this solicitation. Parties attempting to make such unauthorized entry will be disqualified from responding to this Request for Offers.

Electronic copies of building plans are available. Interested parties may request copies of the building plans via email to Jessica Moore-Lane at jmoore-lane@haws.org.

2.6 QUESTIONS & OTHER COMMUNICATIONS

Any communications, such as requests for clarification and/or information, regarding this Request for Offers shall be submitted via e-mail to Clinton Thomas, Director of Procurement, at cthomas@haws.org. The final date to submit any such communications is October 7, 2018. Responses to inquiries will only be provided in writing via issuance of an addendum to this Request for Offers. All addenda will be issued via e-mail, thus, respondents must provide a return e-mail address when submitting questions.

PART III - SUBMISSION REQUIREMENTS

3.1 METHOD OF SOLICITATION

The Housing Authority will enter into negotiations with the respondent identifying the highest purchase price (the "Highest Offer Respondent"). If the Housing Authority and the Highest Offer Respondent are unable to agree to terms (as to such items as future use, etc.), then the Housing Authority may choose, in its sole and absolute discretion, to enter into negotiations with the second highest respondent. The Housing Authority may choose, in its sole and absolute discretion, to continue to enter into negotiations with respondents, moving in order from highest offer to lowest, until it is able to come to terms with a respondent. However, the Housing Authority also reserves the right to cancel the Request for Offers or to reissue the same at any time, with or without entering into

negotiations with any respondents – or after having entered into negotiations with some respondents but not others.

3.2 CONTENT OF SUBMISSION

Respondent shall submit the following documentation in the order listed.

1. **Development Experience.** Provide a listing of development projects in progress or completed, including 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. Include a description of the use of funding tools used to finance the projects identified.
2. **Key Personnel.** Names and resumes of key personnel who will constitute the team responding to this Request for Offers.
3. **Proposed Use.** A brief narrative description (required) and/or site plan (optional) and/or rendering (optional) describing the proposed use of the Property.
4. **Letter of Intent.** A non-binding Letter of Intent identifying the proposed purchase price.

THE HOUSING AUTHORITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION AS PART OF THE NEGOTIATION PROCESS IN ORDER TO VERIFY THE PROSPECTIVE BUYER'S CAPACITY TO CONSUMATE THE TRANSACTION AND EFFECTUATE THE PROPOSED USE OF THE PROPERTY.

3.3 DIRECTIONS FOR SUBMISSION

The materials responsive to Section 3.2 shall be submitted on a flash/jump drive as a single pdf document. The electronic file shall include a divider page inserted at the beginning of each section that clearly labels and identifies the corresponding section of the submission. Respondents shall submit the jump/flash drive by **2:00 PM (EDT), Monday, October 15, 2018** without exception, at the following address, to be deemed responsive and eligible for consideration:

HOUSING AUTHORITY OF WINSTON-SALEM

Attention:

Clinton Thomas

Director of

Procurement

500 W. Fourth Street, Suite 300

Winston-Salem, NC 27101

Responses sent by overnight delivery service will be considered timely filed if date stamped at least one (1) day before the date set for receipt and time stamped at a time that should have, pursuant to the express policy of the overnight delivery service used, permitted delivery at the date, time and place set for receipt. The burden of proof to establish timely filing by overnight delivery service shall be solely upon the entity or person submitting the

response.

It is the respondent's obligation to ensure the required submission arrives in a timely manner at the specified location. Any response that is not properly marked, addressed or delivered to the submission place, in the required form, by the required submission date and time will be ineligible for consideration.

PART IV - SELECTION PROCESS

4.1 DETERMINATION OF RESPONSIVENESS

An initial review process will be conducted by Housing Authority staff to establish responsiveness. Responsiveness will be confirmed through determining if the respondent has met all mandatory requirements outlined in this Request for Offers. Any submission not in compliance with the mandatory requirements will be deemed "non-responsive". Additionally, any proposed uses that are deemed unacceptable, in the Housing Authority's sole and absolute discretion, will result in a non-responsive determination. Unacceptable uses are uses that would have a deleterious effect on the community.

4.2 EVALUATION CRITERIA

Responses will be ranked by purchase price, with the highest proposed purchase price receiving the highest rank, followed by the second highest, and proceeding accordingly until all responses have been ranked. However, other factors are of utmost importance to the Housing Authority. For example, the proposed use of the Property; the creation and preservation of affordable housing, especially in proximity to downtown; and the proposed buyer's willingness to work with the City of Winston-Salem and other property owners in the vicinity to develop additional parcels as part of a larger development plan for the area, by way of example only. Consequently, the Housing Authority will open negotiations with the Highest Offer Respondent on these and other factors; and there is no guarantee that the Highest Offer Respondent and the Housing Authority will enter into a contract. If the Housing Authority and the Highest Offer Respondent are unable to agree to terms, then the Housing Authority may choose, in its sole and absolute discretion, to enter into negotiations with the second highest respondent. The Housing Authority may choose, in its sole and absolute discretion, to continue to enter into negotiations with respondents, moving in order from highest offer to lowest, until it is able to come to terms with a respondent. However, the Housing Authority also reserves the right to cancel the Request for Offers or to reissue the same at any time, with or without entering into negotiations with any respondents – or after having entered into negotiations with some respondents but not others.

PART V - GENERAL CONDITIONS

5.1 CONFLICT OF INTEREST

a. The respondent warrants that to the best of his/her/its knowledge and belief, and except as otherwise disclosed, he/she/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 Housing Authority that shall include a description of the action, which the respondent has taken or intends to take to eliminate or neutralize the conflict. The Housing Authority may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, at its sole discretion.

c. 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.

d. No member, officer, or employee of the Housing Authority, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the Housing Authority 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.

5.2 COST OF PROPOSAL

All costs incurred, directly or indirectly, in response to this proposal shall be the sole responsibility of and shall be borne by the respondent.