



Housing Opportunities, Mortgage Assistance, & Effective Neighborhood Solutions, Inc.

690 Northeast 13th Street, Suite # 102 • Fort Lauderdale, Florida 33304
www.HOMESFL.org • Telephone (954) 563-5454 • Fax (954) 764-5303

Solicitation 235 HOME – ARP Non-Congregate Shelter

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4.2.2. EXECUTIVE SUMMARY

Housing Opportunities, Mortgage Assistance, and Effective Neighborhood Solutions, Inc. H.O.M.E.S, Inc., located at 690 13th Street, Fort Lauderdale, FL 33304 is pleased to present this proposal to the the City of Fort Lauderdale Housing & Community Development Division in response to RFP “event #235” which seeks an experienced developer to acquire, develop, and operate a Non-Congregate Shelter (NCS) within the City of Fort Lauderdale utilizing a special allocation of the HOME Investment Partnerships Program through the 2021 American Rescue Plan (HOME-ARP) to address homelessness.

“A non-congregate shelter (NCS) is one or more buildings that provide private units or rooms as temporary shelter to individuals and families and does not require occupants to sign a lease or occupancy agreement.” Shelter operations shall include basic shelter oversight and operations, intake, recordkeeping and reporting, security and 24-hour supervision. H.O.M.E.S, Inc, understands that Supportive Services will be provided through a separate Supportive Services RFP.

Utilizing SHIP resources previously made available from the City of Fort Lauderdale on vacant land donated by the CRA (RFP event #37), H.O.M.E.S, Inc. proposes to construct an architecturally distinguished non-congregate shelter of 6 1-bedroom w/ bath and 2 2-bedroom w/ bath apartments for a total of 8 (eight) furnished energy efficient units of affordable rental housing for homeless seniors age 62 and over. Two 1-bedroom rentals will serve serve individuals and couples earning 50% of AMI and four 1-bedroom units will serve individuals and couples earning 80% of AMI as published by HUD each year, adjusted for family size. Two 2-bedroom units will serve seniors and preference those who are caregivers or guardians for up to two grand-children, also limited to earning 80% of AMI adjusted for family size.

This proposed NCS will serve individuals and families in qualifying populations age 62 and older as defined in Section IV.A of Notice CPD-21.10. The occupants will not be required to sign a lease of occupancy agreement or charged an occupancy fee or other charges to occupy unless determined such fees and charges are determined customary and reasonable and comply with 24 CFR 578.77(b). It is anticipated that the units may be occupied by recipients of tenant-based rental assistance (e.g., Housing Choice Vouchers, HOME TBRA, HOME-ARP TBRA.)

The one bedroom/1 bath units scale out to 586 SF and the 2 bedroom/1 bath units to 782 SF.

The structure will be constructed of durable concrete masonry. Each centrally airconditioned unit will be individually controlled by the tenant for maximum efficiency. Each unit will have a private entrance without barriers at grade for accessibility, a well equipt kitchen and bath, ample closets, on-demand

water heater, impact resistant windows, and a dedicated private hookup for a stackable washer/dryer. All appliances will be energy star rated, and ceiling lights and fans will be LED. Although many seniors 62+ no longer have a license to drive or own a vehicle, six parking stall spaces will be provided.

This 5,080 SF residential project has been projected by the architect to cost an estimated \$ 2,091,121 to construct at around \$270/SF, exclusive of land cost, soft costs, permitting, legal, environmental, etc. plus a 10% developer fee. In total, the project is estimated to cost \$ 2,091,121, or an average of \$261,390/unit (excluding land cost). This project will earn H.O.M.E.S, Inc. a developer fee of \$231,934 (12% of total development cost, excluding land cost) Once zoning, permitting and environmental approvals are in hand, fully developed plans will be circulated to selected general contractors to secure competitive bids for sharp pencil construction estimates. H.O.M.E.S., Inc. recognizes that the HOME ARP regulatory term for new construction is 15 years, while SHIP or other sources may have differing regulatory terms and requirements, and furthermore anticipates that the more restrictive terms shall apply.

Established 25 years ago, H.O.M.E.S, Inc. is a well-respected not-for-profit CHDO in the business of providing housing services in Fort Lauderdale and Broward County, including a Tenant Based Rental Assistance (TBRA) Program along with Support Services. H.O.M.E.S., Inc. possesses the sufficient financial support, equipment, and organizational capacity to ensure that we can satisfactorily perform all the required services.

4.2.3. APPROACH TO SCOPE OF WORK

H.O.M.E.S., Inc. shall be responsible for all onsite and offsite costs and expenses associated with the development, construction, ownership, management, and operation of the proposed project, including but not limited to planning, design, entitlement, permit fees, utility charges, rental of the individual units within the multi-family home complex, operation, and management expenses.

H.O.M.E.S., Inc. has prepared a set of schematic and conceptual site plans, floor plans, and elevations for the proposed project, which will be refined within the time frames specified by City.

H.O.M.E.S. Inc. shall provide the following tasks:

a. Task A

Provide a concise written understanding of the project to include the number of proposed units, the eligible population, area median income of households served and the location of the project.

b. Task B

Provide Property and site control information (fee simple title, lease period, ground lease) per City approval.

c. Task C

Provide the following:

- i. Site drawing(s) including a detail drawing of construction proposed on land acquired from the City, including a survey and pictures of the subject property.
- ii. A timeline/schedule of development.
- iii. Organization and management team experience.
- iv. Location map, showing location of the site and the surrounding area.
- v. Written proof of firm funding sources as they are secured.
- vi. H.O.M.E.S., Inc. will demonstrate the project financial feasibility through-out the restricted use period with a fifteen year pro forma.

vii. H.O.M.E.S., Inc. will state their intentions to continue operating the project as E-ARP NCS or convert to permanent housing after the minimum use period.

4.2.3.1. NON-CONGREGATE SHELTER DEVELOPMENT PLAN

- **(1) MULTI-FAMILY DEVELOPMENT PLAN**
- **(2) PROPOSED HOUSING DEVELOPMENT**
- **(3) ACQUISITION & REHAB TASKS**
- **(4) TIMELINE/SCHEDULE**

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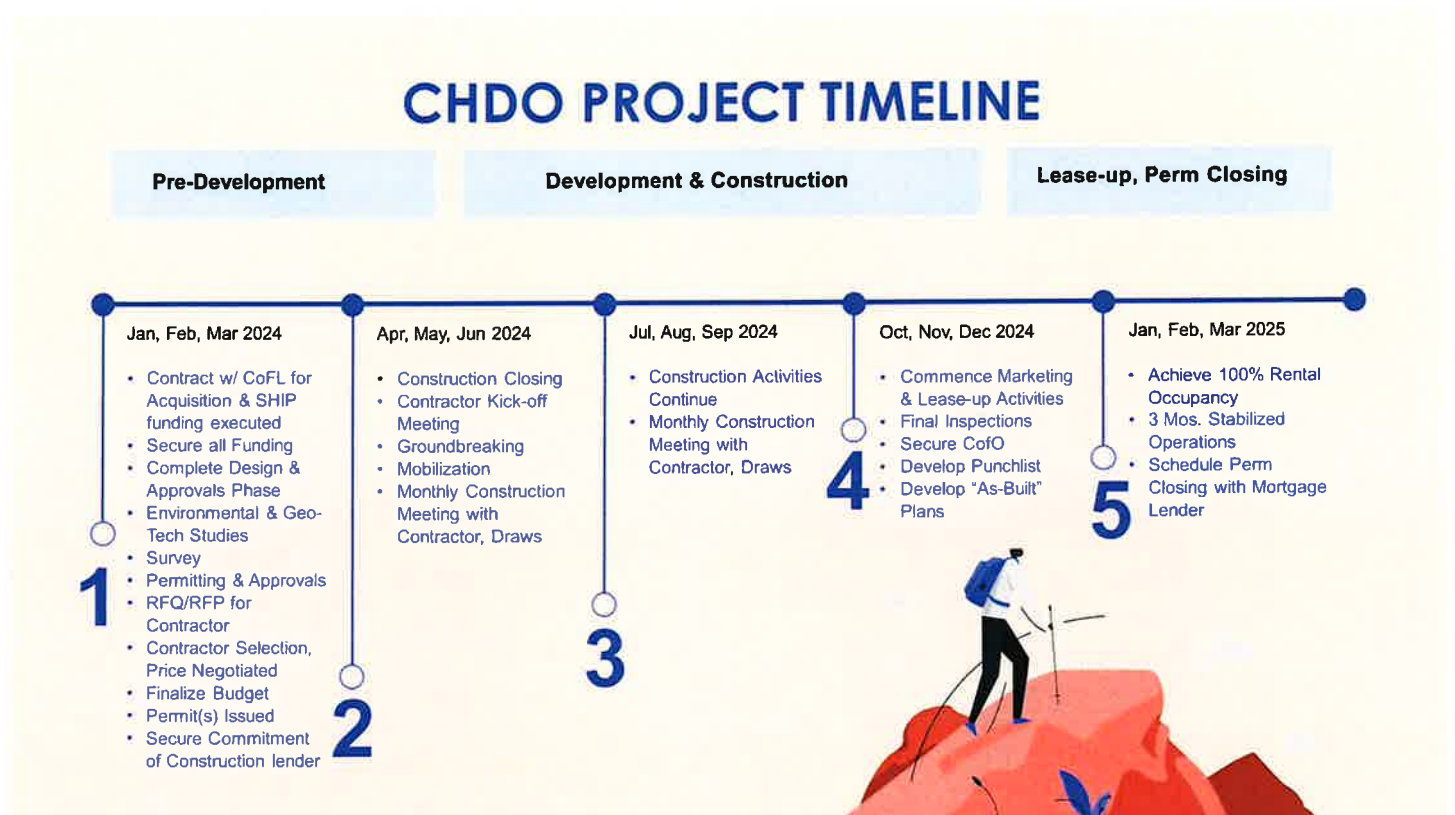
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Acquisition & Development Tasks to be Undertaken

- Contract executed to acquire site
- Architect/Engineer to complete project design, including detailed structural, electric, plumbing, HVAC, landscaping plans for review with planning/zoning.

- Phase 1 Environmental Site Assessment, Soil Borings
- Survey, Title
- H.O.M.E.S, Inc. negotiates and secures all funding including construction/permanent mortgage lender.
- Secure waiver of Impact Fees from Broward County
- Identify General Contractor thru RFQ/RFP competitive bid process.
- Submit Permit applications
- Goordinate Groundbreaking with City Officials, CRA

Note: As of this writing, the H.O.M.E.S., Inc. project has been approved for funding as provided by RFP #37 pending final action by the City Commission, anticipated in March 2024.



4.2.4. H.O.M.E.S., Inc. EXPERIENCE & QUALIFICATIONS

- **KEY STAFF NARRATIVE**
- **ORGANIZATION EXPERIENCE**
- **MANAGEMENT TEAM EXPERIENCE**
- **PRIOR EXPERIENCE**
- **DEMONSTRATED PROOF OF FINANCIAL CAPACITY**

Linda Taylor is Chief Executive Officer of H.O.M.E.S., Inc. Taylor joined the agency in 2007, was appointed CEO and co-lead with Founder Katharine S. Barry in 2017, and became principal executive in 2021. Linda's 24 years of nonprofit experience has focused on affordable housing and wealth creation programs working with LMI populations, including ten years in management with the Urban League of Broward County. Prior she was an investment banker with Citigroup. Professional licensure has included Series 7, Series 63 and Life Insurance as well as real estate sales. A Florida native, Linda has two children and one granddaughter.

The H.O.M.E.S. CEO serves on a Racial Equity Task Force of local CEO's organized by the Children's Services Council of Broward County. The goal of this organization is to create solutions, educational opportunities and training for racial equity and inclusion. The H.O.M.E.S. CEO continues to focus on diversity in hiring practices, being certain to offer opportunities of employment to all qualified diverse individuals. H.O.M.E.S. has created a Racial Equity Plan.

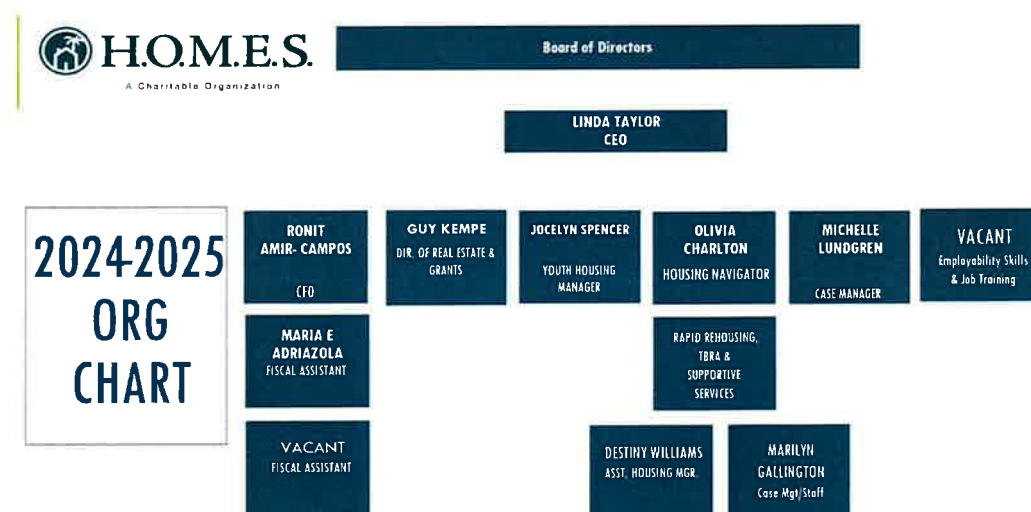
Ronit Amir-Campos has been the CFO of H.O.M.E.S., Inc. since 2017. Before coming on board, she held a position as an accountant in a construction company in Weston. Ronit was born in Israel and arrived in the United States when she was 21 years old after serving in the Israeli Air Force in Israel. Before moving to the Miami area, she lived and worked in New York. Ronit now lives in Weston, FL and enjoys classical music, salsa dancing, healthy cooking and nature hikes.

Guy Thomas Kempe, H.O.M.E.S, Inc. Director of Real Estate & Grants, is an experienced real estate developer who served as Vice President Community Development for a regional non-profit in NY. Guy has a long career and demonstrated history of working in the non-profit organization management sector, with real estate project management for affordable housing. Guy is skilled in Nonprofit Organizations, Strategic Planning, Grassroots Organizing, Arts, Politics, Board Leadership, Environmental Activism, Government, Media Relations, Coalition Building and Housing Programs. Although a newer resident of South Florida, in November 2023 Guy was appointed to serve on the City of Fort Lauderdale Central City Redevelopment Advisory Board (CRAAB) but recently resigned due to conflict of interest concerns.

Organization: "Housing Opportunities, Mortgage Assistance, & Effective Neighborhood Solutions, Inc.", founded by Katharine S. Barry in 1998, is a non-profit Florida corporation doing business as H.O.M.E.S., Inc., a 501(c)(3) tax-exempt charitable organization with the IRS, and sales tax exempt with the State of Florida.

Mission: Providing Quality Community & Economic Development benefiting at-risk/disadvantaged lower income Broward County Residents and Neighborhoods.

Board: Local volunteer Board of Directors who live and/or work in Broward County.



History:

NEW HOMES + NEIGHBORHOOD REVITALIZATION

(Unincorporated Washington Park & Hollywood)

Collaborative projects - involving neighborhood associations, local governments, other non-profits, etc... 33 scattered residential lots were purchased, titles cleared, "Low" and "very low" income first-time purchasers were provided homebuyer education, financial counseling, and down-payment assistance. New quality homes were built for these buyers, and infrastructure improvements were made by local governments - to create holistic long-term positive change to specific neighborhoods. (1999 - 2005)

"NSP" - NEIGHBORHOOD STABILIZATION HOMEOWNERSHIP PROGRAM

(Purchase, Rehab, & Resale of Single Family Homes - County-Wide)

One of four non-profit development partners in Broward Alliance for Neighborhood Development's NSP Team, selected by local governments to administer approx. \$28M federal funds aimed at preventing neighborhood deterioration. 175+ foreclosed houses purchased, renovated, and resold to new qualified low-mod income buyers. Program included Buyer Recruitment, Homebuyer Education, Financial Counseling, Down-Payment & Closing Cost Assistance, G.C. bid process, construction oversight, Buyer Contract & Closing process. (2009 - 2015)

H.O.M.E.S. & HANDY STRATEGIC ALLIANCE:

HANDY (Helping Abused Neglected Disadvantaged Youth) and H.O.M.E.S. Inc. (Housing Opportunities, Mortgage Assistance, & Effective Neighborhood Solutions, Inc.) are pleased to announce the formation of a strategic alliance effective July 1, 2021. This alliance will allow both organizations to combine their expertise to advance programs, services, and housing that that will expand current services to include kinship and alumni youth aged out of our programs across Broward County.

HANDY and H.O.M.E.S. Inc. share a mission of providing quality community and economic development for at-promise/disadvantaged lower income youth, residents, and neighborhoods throughout Broward County. This partnership will not only strengthen and build community support but will also help residents from spiraling into economic despair and help break the cycle of poverty for current and future generations.

"We are thrilled to announce the strategic alliance between HANDY and H.O.M.E.S. Inc. and look forward to expanding on an incredibly strong partnership by joining forces to provide affordable housing and other critical resources to those with limited earning potential in Broward County," said Kirk Brown, CEO of HANDY. "Our shared passion of helping youth and families throughout the community, will be able to fortify the quality of life for low-income residents and provide reasonable and safe housing environments, while expanding on vital programs and services that embrace, educate and empower youth. This alliance allows us to create more opportunities for children and families in our community to help them succeed."

On-Going YOUTH SUPPORTIVE HOUSING & SELF-SUFFICIENCY PROGRAM

Work: (Serving all of Broward since 2009)

Provides quality apartments, job coaching, paid internships, financial capability classes, life coaching, and emergency help for young adults (and their children) after state foster and relative care end. This project - operating since mid-2009 - has prevented homelessness for 200+ at-risk youth and children and provided a stable community setting from which they can work, attend school, learn essential life skills, and become independent contributing members of our Broward community.

PATHWAYS PROGRAM EMERGENCY LANDING SPACE

(Serving all of Broward since 2023)

Provides emergency housing in a shared transitional apartment setting, job coaching, paid internships, financial capability classes, life coaching, and other wrap around emergency support for young LGBTQ adults. (This project – operating since 2023 - will prevent homelessness for up to 6 at-risk youth at a time and provide a stable community setting from which they can stabilize, work, attend school, learn essential life skills, and become independent contributing members of our Broward community. This program also supports the transition of these youth from the emergency setting to more stable and affordable housing.

RENTAL HOUSING for LOWER-INCOME & SPECIAL NEEDS RESIDENTS

(Ft. Lauderdale, since 2006)

33 scattered rental units - serving target populations, at affordable rental rates. Properties are renovated and maintained at a quality standard, to reduce neighborhood slum & blight, and provide decent housing.

NEIGHBORHOOD REVITALIZATION

(13th St. Corridor/ Central City CRA in Ft. Lauderdale, since 2007)

- Helped create & chaired the 13th St. Business Alliance in 2008, now the Central City Alliance, with mission to improve & transform our business district (still on Board);
- Helped create Central City CRA (Community Redevelopment Area) in 2011 to eradicate slum & blight in our neighborhood; helped create Redevelopment Plan; served on Central City CRA Advisory Board;
- Helped lead numerous neighborhood improvement & beautification initiatives, including festivals, fun runs, landscaping, public art projects, clean-ups, & painting.
- Renovated buildings, landscaped, & created gardens on 2.3 acre Campus in Central City CRA area. Created CityFarm Community Garden on our non-profit Campus (2009 – to date);
- Created an Artists Collective on our Campus, utilizing commercial & residential space.

HEALTH & WELLNESS PROGRAM

An innovative Outdoor Kitchen facility in our Garden serves as a base for teaching tenants and other local at-risk groups – in a fun and interactive way – about cooking, nutrition, health & wellness topics.

“BMSD” SINGLE FAMILY AFFORDABLE HOMEOWNERSHIP PROJECT

(2017 to date)

New single-family homes being built on scattered sites in the Broward Municipal Services District (BMSD), in partnership with Broward County and other non-profits – for sale to low & moderate workforce residents.

RAPID REHOUSING

(Serving all of Broward since 2021)

Provide rapid rehousing and supportive services to individuals and families experiencing homelessness. These services include tenant-based rental assistance in scattered sites and non-applicant affiliated housing. Case management and housing navigation services are also provided to support individuals and families in meeting permanent/stable housing as well as economic self-sufficiency.

TENANT BASED RENTAL ASSISTANCE (TBRA)

(By Contract Serving City of Fort Lauderdale & City of Hollywood)

TBRA programs provide assistance to individual households to help them afford the housing costs of market-rate units. H.O.M.E.S., Inc. TBRA provides payments to make up the difference between the

amount a household can afford to pay for housing and the local rent standards. Other TBRA programs help tenant pay for costs associated with their housing, such as security and utility deposits.

DEMONSTRATED PROOF OF FINANCIAL CAPACITY

- **ORGANIZATION FINANCIALS, AUDIT & 990**

4.2.5. LEVERAGING RESOURCES

- **PROPOSED FINANCING PLAN**

PROPOSED SOURCE	AMOUNT	PERM/CONST	STATUS
COFL SHIP (RFP # 37)	\$400,000	PERM - LOAN (GRANT)	PENDING
COFL CRA (RFP #37, LAND DONATION)	(\$300,000) ⁱ	PERM - DONATION	PENDING
COFL HOME ARP (RFP # 235)	\$750,000	PERM - LOAN (GRANT)	PENDING
FOUNDATION	\$400,000	PERM - GRANT	PENDING
MORTGAGE (PERM LENDER TBA)	\$500,000.	PERM - LOAN	PENDING
DEFERRED DEVELOPER FEE ⁱⁱ	\$33,956.	PERM - LOAN	COMMITTED
TOTAL	\$2,083,956		

¹ APPRAISED VALUE (ESTIMATED)

¹ ASSUMPTION: 18 MONTH CONSTRUCTION LOAN CONVERTED TO MORTGAGE

4.2.6. REFERENCES

Nan Rich, Mayor
 Broward County
 954-357-7001

Marcia Barry-Smith
 President
 MBS Consulting Advisors Inc.
 954-557-6815

Cindy Arenberg Seltzer, M.P.A., J.D.
 President/CEO
 The Children’s Services Council of Broward
 954-377-1000

4.2.7. MINORITY/WOMEN (M/WBE) PARTICIPATION

H.O.M.E.S, Inc. is a not-for-profit business led by a diverse volunteer board. The CEO of the organization is a woman of color. Accordingly, H.O.M.E.S, Inc. is enthusiastically supportive of all efforts to employ and nurture certified M/WBE as defined by the Florida Small and Minority Business Assistance Act of 1985.

4.2.8. SUBCONTRACTORS

Although H.O.M.E.S, Inc. does not propose to utilize any subcontractors directly, it is anticipated that a general contractor will be identified through a competitive bid process who will require the services of subcontractors for certain trades. These subcontractors will be identified by the general contractor.

4.2.9. REQUIRED DOCUMENTATION

- A. PROPOSAL CERTIFICATION
- B. NON-COLLUSION STATEMENT
- C. NON-DISCRIMINATION CERTIFICATION FORM

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ATTACHMENT 7 (4.2.4)

- RESUMES OF KEY STAFF
- H.O.M.E.S., Inc. BOARD OF DIRECTORS
- ORGANIZATION FINANCIALS, AUDIT & 990

A. PROPOSAL CERTIFICATION

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) HOUSING OPPORTUNITIES MORTGAGE ASSISTANCE & EFFECTIVE NEIGHBORHOOD SOLUTIONS, INC. EIN (Optional): 65-0870180

Address: 690 NE 13TH STREET

City: FORT LAUDERDALE State: FL Zip: 33304

Telephone No.: 954-563-5454 FAX No.: _____ Email: GTKEMPE@HOMESFL.ORG

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): _____

Total Bid Discount (**section 1.05 of General Conditions**): _____

Check box if your firm qualifies for DBE (**section 1.09 of General Conditions**):

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

NOTE: PROPOSED TIMELINE TO ACHIEVE BUILD OUT ANTICIPATES ACQUISITION CLOSING 3/31/24 AND REQUIRES 80 DAYS (+/-) FOR ENVIRONMENTAL REVIEW. GENERAL CONTRACTOR BIDDING, CITY PERMITTING AND ALL NECESSARY FUNDING TO BE SECURED. CONSTRUCTION TO COMMENCE 8/16/24 WITH A COMPLETION 5/16/2025. ASSUMPTION IS A CONSTRUCTION LOAN WILL BE CONVERTED TO A \$500,000 (+/-) PERMANENT MORTGAGE LOAN 5/31/2025. IT IS ANTICIPATED THAT THE PROJECT WILL BE PLACED IN SERVICE (CofO) 6/15/2025 WITH COMPLETE OCCUPANCY 7/31/2025.

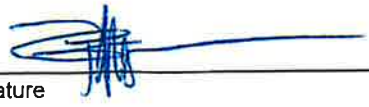
The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

GUY THOMAS KEMPE

Name (printed)

Date 2/12/2024



Signature _____

H.O.M.E.S.Inc. DIRECTOR OF REAL ESTATE

Title _____

revised 09-2022

B. NON-COLLUSION STATEMENT



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,


3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.



Authorized Signature
GUY THOMAS KEMPE

Name (Printed)

DIRECTOR OF REAL ESTATE

Title
2/12/2024

Date

Rev 09-2022

C. NON-DISCRIMINATION CERTIFICATION FORM



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

GUY THOMAS KEMPE, DIRECTOR OF REAL ESTATE

Print Name and Title

2/12/2024

Date

D. E-VERIFY AFFIRMATION STATEMENT



E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: Event # 235

Project Description:

Developer for HOME- ARP Non-Congregate Shelter

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

HOUSING OPPORTUNITIES MORTGAGE ASSISTANCE & EFFECTIVE NEIGHBORHOOD SOLUTIONS INC.

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: GUY THOMAS KEMPE, DIRECTOR OF REAL ESTATE

Date: 2/12/2024

E. SAMPLE INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pettineo Insurance Agency, Inc 2428 E Commercial Blvd Fort Lauderdale FL 33308		CONTACT NAME: Customer Service PHONE (A/C No, Ext): 954-493-9424 E-MAIL ADDRESS: COI@pettineo.com FAX (A/C, No): 9544939424	
INSURED H.O.M.E.S., Inc. 690 NE 13th St Ste 101 Fort Lauderdale FL 33304		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Company INSURER B: Associated Industries Insurance Company INSURER C: Atergiry Specialty Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 23140	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		01-C-PK-P20079259-0	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AWC1191817	02/01/2023	02/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
A	Professional Liability		EPP2453047	02/03/2023	02/03/2024	Aggregate Limit: \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Locations:
690 NE 13th Ave Fort Lauderdale FL, Fort Lauderdale, FL 33304
1234 NE 6th Ave Fort Lauderdale FL, Fort Lauderdale, FL 33304

CERTIFICATE HOLDER City of Fort Lauderdale 100 N Andrews Ave Fort Lauderdale FL 33301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

F. W-9 FOR PROPOSAL PRICING

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Housing Opportunities, Mortgage Assistance, and Effective Neighborhood Solutions, Inc

2 Business name/disregarded entity name, if different from above
H.O.M.E.S., Inc

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

C Corporation

S Corporation

Partnership

Trust/estate

Other (see instructions) ▶ **Non-Profit**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
690 NE 13TH Street, # 101

6 City, state, and ZIP code
Fort Lauderdale, FL 33304

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

6	5		0	8	7	0	1	8	0
---	---	--	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ **4/5/23**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

G. ACTIVE STATUS PAGE FROM DIVISION OF CORPORATIONS – SUNBIZ.ORG

State of Florida

Department of State

I certify from the records of this office that HOUSING OPPORTUNITIES, MORTGAGE ASSISTANCE, & EFFECTIVE NEIGHBORHOOD SOLUTIONS, INC. is a corporation organized under the laws of the State of Florida, filed on October 15, 1998.


The document number of this corporation is N98000005954.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 28, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of February,
2023*




Secretary of State

Tracking Number: 1722663370CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



H.O.M.E.S.

A Charitable Organization

Housing Opportunities, Mortgage Assistance, & Effective Neighborhood Solutions, Inc.

690 Northeast 13th Street, Suite # 102 • Fort Lauderdale, Florida 33304

www.HOMESFL.org • Telephone (954) 563-5454 • Fax (954) 764-5303

Solicitation 235 HOME-ARP Non-Congregate Shelter

EXHIBITS

- A. CONCEPTUAL SITE PLAN & ELEVATIONS
- B. AUDIT REPORT MARKED CONFIDENTIAL
- C. 990
- D. H.O.M.E.S., Inc. BOARD OF DIRECTORS
- E. KEY STAFF RESUMES

Affordable housing & neighborhood restoration – because homes are the heart of our community!

ATTACHMENT 1

Project Development Schedule

Attachment 1	ACTUAL OR EXPECTED ACTIVITY	MONTH/DAY/YEAR
Site		
	Acquisition	3/31/24
	Environmental Review Completed	5/31/24
Permits		
	Conditional Use Permit	N/A
	Variance	
	Plot Plan Review	4/26/24
	Site Plan Approval	6/30/24
	Grading Permit	7/31/24
	Building Permit	7/31/24
Construction Financing:		
	Loan Application	2/16/24
	Enforceable Commitment	
	Closing and Disbursement	3/31/24
Permanent Financing:		
	Loan Application	
	Enforceable Commitment	
	Closing and Disbursement	
Other Loans and Grants:		
	Type & Source: Construction, TBA	
	Application	2/16/24
	Closing & Award	3/31/24
	Type & Source: Perm Mortgage, TBA	
	Application	4/30/25
	Closing & Award	5/31/25
	Type & Source	
	Application	
	Closing & Award	
Construction and Occupancy:		
	Construction Start	8/16/24
	Construction Completion	5/16/25
	Placed In Service	6/15/25
	Occupancy of All Low-Income Units	7/31/25

ATTACHMENT 2

**FINANCIAL ANALYSIS (PROJECT COSTS) – FIRST TIME HOMEBUYER
AND RENTALREHABILITATION PROJECTS**

Please see instructions (below) before completing. Complete one form for each single family project or one form for a multi-unit project.

SOURCES AND USES OF FUNDS

FUNDS AMOUNT	SOURCE	TERMS AND CONDITIONS
A. \$400,000	COFL SHIP FUNDS	PER EVENT #37
B. \$750,000	COFL HOME- ARP FUNDS	PER EVENT #235
C. \$400,000	FOUNDATION (PENDING)	GRANT
D. \$500,000	MORTGAGE LENDER (TBA)	H.O.M.E.S, INC.
E. \$ 33,956	DEFERRED DEVELOPER FEE COFL	H.O.M.E.S., INC.
F. (\$300,000)	CRA LAND COST (DONATED)	PER EVENT #37
TOTAL \$ 1,983,956		

PROJECT COSTS					
Itemized Cost	Total Cost	A. SHIP	Source B	Source C	Source D
A. Direct Client Subsidy					
B. Hard Costs - Construction INCLUDES 10% CONTINGENCY)	1,596,932	131,894	565,038	400,000	500,000
C. Architect / Engineering Fees	98,000	98,000			
D. Project Soft Costs					
1. Appraisal	6,000		6,000		
2. Building Permits	35,697		35,697		
3. Tap Fees (1.5")	3,808		3,808		
4. Soil Borings/Environmental Survey	25,335		25,335		
5. Real Estate Attorney ALL LEGAL	40,000		40,000		
6. Construction Loan Legal					
7. Title and Recording			5,500		
8. Other LAND SURVEY	5,500				
E. Interim Costs					
1. Construction Insurance					
2. Construction Interest	8,750				
3. Construction Loan Origination Fee					

PROJECT COSTS					
F. Financing Fees and Expenses 1. Credit Report 2. Origination Fee 3. Title and Recording 4. Counsel's Fee	19,000		6,794		
G.. Developer's Fee 12%	\$231,934	170,106	61,828		
H. Project Administration/Management 1. Marketing/Management 2. Operating Expenses 3. Taxes 4. Insurance	7,000				
I. Project Reserves 1. Rent-Up Reserve (Rentals Projects) 2. Operating Reserve					
<u>Rental Projects</u> J. Tenant Relocation	N/A				
I. Audit Costs	8,000				
K. Staff Costs <u>as allowable</u>	-0-				
L. Total	2,091,121	400,000	750,000	400,000	500,000

Line A

Amount of direct client subsidy (down payment assistance, buy down, rehab) for total project.

Line B

Total construction costs for project (list costs itemized in Line D separately). The amount estimated under this heading should cover materials and labor, the contractor's profit, and the cost of a performance bond or letter of credit provided by the contractor to insure that the project will be completed.

Probably the most realistic method of estimating construction costs is to obtain a preliminary cost from a contractor, even if one has not been formally selected. An alternative is to have your architect estimate the amount of the construction contract based on his or her experience with similar buildings.

In some cases, an architect or contractor may only wish to estimate the cost of "bricks and mortar" for actual construction. You can adjust that figure and estimate the total construction contract price by adding: (a) 3 - 4% for "general requirements"; (b) the estimated cost of a performance bond or letter of credit obtained from a bonding company or local lender; and (c) an allowance of 8 - 10% of the total of all preceding costs for the contractor's profit.

Line C

Architectural fees should be based on an estimate from the architect or on an actual agreement with the architect. These fees may be based on a certain percentage of the construction contract amount, a fee per dwelling unit, a flat fee for services, or some other basis. There will always be one fee for the design of the buildings and another for inspection and monitoring by the architect during construction. The design architect and the inspecting architect may or may not be the same.

Line D1

In buying land or real property it is almost always necessary to get an appraisal of the property. It is important to make sure that the appraiser you plan to use is acceptable to your lender. Lenders rely on the information in an appraisal firms. An Appraiser can easily provide you with a cost estimate for the services required.

Line D2

The local government responsible for enforcing area building codes generally will require a building or construction permit to be issued before construction can commence.

Line D3

Tap fees or connection fees often are required by the water and sewer governing body before a project can be connected into the utility system.

Line D4

If the architect for your project does not include the environmental survey as part of his/her contract, you will have to arrange for the survey and pay for it independently. You should get estimates from surveyors and weigh their bids.

Line D5-D6

Legal fees will be incurred for incorporation, contract negotiations, property acquisition, loan closings and other assorted parts of the development process. Unless your project is highly unusual, and will require inordinate legal attention, it is possible to get a ballpark estimate of legal fees by looking at similar projects. You can ask a attorney for such an estimate.

Line D7

These items are the costs of making sure that the sponsor/developer has clear title to the property before construction starts. Title insurance protects the lender, while recording the deed protects the title. The mortgage held by the lender must also be recorded. The sponsor's attorney or a title insurance company can estimate these costs, given a specific property and an estimate of development costs.

Line E1- E2

Predevelopment and construction interest is a cost that you are accruing during the early part of the project. You should include those costs in your budget as part of the holding costs.

Line E3

Loan fees and points are part of the cost of capital. These are the one-time fees, a percentage of the total loan which you pay to the lender. Once you know how much money you have to borrow, your lender will tell you what fees and loan points will be charged.

Line F1

A credit report will likely be required by a lender prior to issuing a commitment letter for permanent financing.

Line F2

A fee required by some lenders to process/originate the mortgage loan.

Line F3

Required by the County and most lenders to insure their interest to the property is protected from prior lien claims. Additionally, there is often a per page recording fee for all documents registered with the area Register of Deeds as well as charges for applicable tax stamps.

Line F4

Attorney's fees may be charged to prepare closing documents, perform title searches and ensure that all legal aspects of the transaction are handled properly.

Line G

This fee, usually paid after completion of the project, compensates the developer for project oversight from inception to completion.

Line H 1

Marketing figures should include the actual costs of advertising and staffing for application reviews.

Line H2

Operating expenses incurred should be included here. These may include utility costs, maintenance, overhead. Please note, that these costs are not HOME eligible unless pro rated to include only those expenses directly attributed to a HOME assisted client.

Line H3

Real estate taxes usually have to be paid on the property. The sponsor/developer should consult with local taxing authorities to determine the basis on which the property will be assessed based.

Line H4

The contractor will carry builder's risk and liability insurance. The sponsor/developer will probably need to carry hazard insurance against damage to the building during construction. You may also carry insurance against theft and liability for personal injury or property damage.

Reserves

Lines I1–I2

Reserves are funds set aside from the construction financing to take care of possible losses or shortfalls in the cash flow. Operating reserves protect against any lag in project sale or rent up. Replacement reserves establish a fund for replacement of major building components which will occur over the life of the project.

Tenant Relocation

Line J

Relocation costs connected with acquiring occupied buildings.

Line K

The City requires an annual audit for agencies funded with \$5,000 or more. Unless an agency receives \$300,000 or more, these audits are not a HOME eligible expense.

Line L

List all staff costs associated with the project. Please note that HOME funds can only be used to reimburse those costs directly attributed to a HOME assisted client and all such tasks must be clearly demonstrated and considered to be reasonable and customary.

Line M

Total of costs from all sources and categories attributed to the Project.

ATTACHMENT 3

Project Rents

Project Rents: For acquisition and/or construction of rental housing projects, complete the following table for project rents.

Units Designated Low Income							
# Bedrooms	Total # of Units	#of HOME Units in Total	Unit Size (Sq. Ft)	Monthly Rent (including utilities)	Monthly Utility Allowance	Monthly Rent LESS Utility Allowance	% of Area Median Income
1/1	2	2	586	1156	76	1080	50%
1/1	4	4	586	1804	76	1728	80%
2/1	2	4	782	2092	96	1996	80%

Market-Rate Units							
# Bedrooms	Total # of Units		Unit Size (Sq. Ft)	Monthly Rent (without utilities)			
0	0						

ATTACHMENT 4

**Complete the Project Pro Forma for the Operating Statement
(FOR RENTAL PROJECTS ONLY)
Provide a 10-year income and expense pro forma.**

OPERATING STATEMENT PRO FORMA

OPERATING INCOME		Annual Amount
1.	Gross rent potential	\$156,768.
2.	Vacancy allowance (<u>7</u> % of Line 1)	\$10,974.
3.	Effective gross rent (Line 1 minus Line 2)	\$145,821
4.	Other income	
5.	Reserve for Bad Debt 1.5%	\$2,187
6.	Effective Gross Income	\$143,634
OPERATING EXPENSES		Annual Amount
7.	Management fee 15%	\$21,545
8.	Management staff costs	\$12,000
9.	Legal fees	
10.	Accounting/audit fees	\$9,000
11.	Advertising/marketing	\$1,000
12.	Telephone	
13.	Office supplies	\$500
14.	Other administrative Expenses (Subtotal)	\$44,045
MAINTENANCE		
15.	Maintenance staff costs	\$3,900
16.	Elevator (if any) N/A	
17.	Other mechanical equipment (specify) N/A	
18.	Decorating (specify)	
19.	Routine repairs and supplies	\$5,000
20.	Exterminating	\$1500
21.	Lawn and landscaping	\$600
22.	Garbage/trash removal	\$2,400.
23.	Other (specify)	
24.	Subtotal	\$13,400
UTILITIES		

25.	Electricity	
25.A	Residential (Individual Meters)	
25.B	Commercial areas (N/A)	
25.C	Common areas Electric	\$1,200
26.	Heat and hot water (specify fuel) (Electric- Individual Meters)	
26.A	Residential	
26.B	Commercial areas (N/A)	
26.C	Common areas Irrigation	\$6,000
27.	Sewer and water (Individual Meters)	
	Subtotal	\$7,200
TAXES/INSURANCE RESERVE		
28.	Property insurance	\$7,500
29.	Real estate taxes (estimated value of \$ times projected tax rate of \$ _____ /\$1,000)	\$3,500
30.	Reserve for replacement	
31.	Operating deficit reserve Subtotal (10%)	\$14,363
32.	Total Operating Expenses (Lines 7 through 31)	\$90,008
INCOME AVAILABLE FOR DEBT SERVICE		
	Effective Gross Income (Line 6)	\$143,634
	Minus Total Operating Expenses (Line 32)	\$90,008
33.	Net Operating Income	\$53,626
34.	Debt Service Coverage Ratio Required by Lender	\$46,800

Notes: Assumption should be clearly stated such as rent levels (including utility allowances), vacancy/collection loss rates, projected annual income and expense percentage increases, etc.). See Instructions below.

OPERATING INCOME

Line 1

"Gross rent potential" is the total annual amount collectable in rent *if* all units were occupied continuously and all tenants paid their rent. A common error (or deliberate exaggeration) in a pro forma is to assume that gross potential is the number of units times the proposed rent schedule. The error overstates gross potential because it ignores the fact that, aside from tenants renting month to month rent schedules and increases take time to implement. This is a very important consideration when evaluating a new construction or substantial rehabilitation proposal, especially if the owner claims immediate results from the rent schedule or rent increases following construction. The lease-up period can take months, if not years for a larger project, and the implementation of rent increases requires a year if one year leases are in place. In short, gross potential is not static, it changes each month as tenants move in and out. A miscalculation of the market leading to slow leasing will result in immediate and substantial cash demands on the owner.

Line 2

The "**vacancy allowance**" is a percentage of gross rent to allow for income lost, while dwelling units are vacant because of normal turnover in occupancy. Recall, however, that a 5% vacancy does not mean that gross potential reduced by 5%: in projects with different sized units, the rent of those vacant units can comprise more or less than 5% of the rents. The vacancy allowance must estimate economic vacancies, and also account for units taken from the market for renovations.

Line 3 "**Effective gross rent**" is the gross rent potential less the vacancy allowance.

Line 4 "**Other income**" includes any charges the sponsor realistically expects to make for use of the buildings or property, **other than** charges to the tenants for rent or services. Such income could be, for example, a charge for use of a community room as a meeting place by an outside organization, or a rental fee for parking spaces paid by residents or non-residents.

Line 5 The "**reserve for bad debt**" assumes that some rents owed will not be paid. A reasonable reserve for bad debt equals 1.2% of gross rents. Investors should be concerned if the reserve exceeds 2%, as this suggests that the owner has sacrificed tenant reliability for occupancy.

Line 6 Effective Gross income equals the total of effective gross rent plus other income less reserve for bad debt.

OPERATING EXPENSES

Line 7 The "**management fee**" is an annual payment to a contracted management firm or agent for whatever scope of services is negotiated between the project sponsor and the management agent. Typically, the fee is set as a percentage of gross rent collected, ranging from 5% - 9%.

Line 8 The personnel costs for any employees of the project who are involved in management, as opposed to employees of a contracted management agent are shown here. If the same person spends time on both management and maintenance responsibilities, the costs associated with that person should be shown here and on Line 14, on the basis of an estimated percentage of total working time in each activity. Payroll expenses include wages, fringe benefits and payroll taxes.

Line 9 Legal costs may be incurred in negotiating contracts with service providers, assisting the sponsor with legal disputes, and so forth. The proposed management agent, if one is used, should be helpful in estimating a reasonable allowance for those costs.

Line 10 An annual audit of the project accounts should be planned and budgeted.

Line 11 An amount should be budgeted for expenses in connection with advertising or other marketing efforts required to fully lease apartments or rooms which become vacant from time to time. Expenses for **initial** marketing, when the project is completed, are included in the development budget. The line will also include concessions - offers to tenants for a period of free or reduced rent in exchange for a lease.

Lines 12 - 14 The sponsor's "**overhead**" costs to operate a management office, or to perform that function whether or not a physical space is devoted to it, should be estimated here. These costs are separate from any similar expenses which may be included in the management fee.

MAINTENANCE

Line 15 Personnel costs for any project maintenance employees including wages, fringe benefits and withholding or other taxes should be included here.

Line 16 -24 Maintenance expense covers a board category of interior, exterior and grounds items, including an array of possible third party contractors. A key influence on maintenance costs is turnover, or the number of units that are vacated and reoccupied in a given period. The higher the turnover, the

higher the maintenance expense for cleaning, painting, exterminating and other such preparation activities. Turnover rates are a matter that can be learned from property managers when shopping properties. In addition, an existing property with an operating history can generate an estimate of turnover for when the rent falls from the prior year. Property managers normally can quickly determine or estimate the average unit preparation cost, exclusive of replacing carpet or appliances. Typically, this cost is from \$300 to \$500.

Another element of the maintenance budget is the cost of general building repairs and cleaning, including maintenance of mechanical systems, plumbing and fixtures, and grounds upkeep. These activities are handled by some combination of hired contractors and employed staff. Underwriters should encourage owners to plan and budget properly for these expenses, including costs for maintenance staff (line 15) and contractors. The underwriter should observe and inquire about special maintenance situations such as extensive grounds, swimming pools, flat roofs, poor drainage, stucco finish and aluminum siding.

UTILITIES

Lines 25 - 27

Utility costs can be estimated by doing a utility comparison analysis with other buildings in the area of similar scope and design, or based on previous use levels. Be sure to take into account the type of utilities used in comparison buildings, and the level of energy efficiency of construction and appliances.

Sewer and water costs can be estimated by previous use levels, or if the building is new, by contacting the utility or public service provider for estimates. Properties with landlord-paid utilities (that is, heat, hot water, air or light) may need special attention. Efficient and environmentally sound operations demand that tenant's use of utilities be disciplined by costs, meaning utility users should pay utility bills. When feasible, conversion to tenant paid utilities should be encouraged.

TAXES/INSURANCE/RESERVES

Line 28

The estimated annual premium for hazard and liability insurance carried by the project owner should be included here. Policies should provide for rent loss protection and for restoration of the premises in the event of casualty.

Line 29

Annual real estate taxes should be estimated by consulting with the local tax assessor about the value at which the housing will be assessed, and likely tax rate. Since real estate taxes are a major component of operating costs they should be carefully and realistically estimated.

Line 30

An amount should be budgeted annually, and built into monthly occupancy charges, to allow for periodic major repairs or for replacement of parts of the buildings or mechanical equipment and systems. The amount which would be prudent may vary with individual projects, and may be different for new construction versus rehabilitation.

Line 31

The operating reserve, or "**operating deficit reserve**", as FHA calls it, is typically in an amount that assures coverage of debt service during the lease-up period, when it is most likely that expenses will grow faster than income.

Total Operating Expenses

Line 32

Costs for management, maintenance, utilities, taxes, insurance, and reserves are included.

Income Available for Debt Service

Line 33 - 34

ATTACHMENT 5: H.O.M.E.S, INC. COMPLETED PROJECTS

Project Name	Location	Project Type	No. of Units	Year Completed
<u>Affordable Rental Rehab</u>	1229 NE 6 th Ave Ft. Lauderdale	Multi-family	Duplex	2016
<u>CHDO Affordable Rental Purchase/Rehab</u>	1101 – 1111 NE 17 th Ct Ft. Lauderdale	Multi-Family	6	2017
<u>CHDO Affordable Rental Purchase/Rehab</u>	1341 N. Andrews Ave Ft. Lauderdale	Duplex	2	2014
<u>CHDO Affordable Rental Purchase/Rehab</u>	1113 NE 2 nd Avenue Ft. Lauderdale	Duplex	2	2014
<u>CHDO Affordable Rental Purchase/Rehab</u>	1122 NE 1 st Ave Ft. Lauderdale	Single Family	1	2013
<u>CHDO Affordable Rental Purchase/Rehab</u>	1122-A NE 1 st Ave Ft. Lauderdale	Cottage	1	2013
<u>CHDO Affordable Rental Purchase/Rehab</u>	1317 NW 2 nd Ave Ft. Lauderdale	Single Family	1	2013
<u>TIL Supportive Housing – Electrical & Central A/C Upgrades</u>	1212, 1216, 1218, 1222 NE 6 th Ave Ft. Lauderdale	Multi-family	18	2012
<u>Housing – Electrical & Central a/c Upgrade</u>	1228 NE 6 th Ave 1233 NE 7 th Avenue Ft. Lauderdale	Single Family	2	2012
<u>TIL Supportive Housing – Roof Replacement</u>	1212, 1216, 1218, 1222 NE 6 th Ave Ft. Lauderdale	Multi-family	18	2010
<u>HOMES Affordable Rental Rehab</u>	1701 – 1705 NE 51 st Street Ft. Lauderdale	Duplex	2	2011
<u>TIL Supportive Housing – Rental Rehab</u>	1212, 1216, 1218, 1222 NE 6 th Ave Ft. Lauderdale	Multi-family	18	2009
<u>Infill Affordable Homeownership Development (New Construction)</u>	Scattered sites in Unincorporated Broward County	Single Family	15	2000 – 2002

Infill Affordable Homeownership Development (New Construction)	Scattered Sites in Hollywood	Single Family	18	2002 - 2005
Affordable Housing Rehab	600 NE 13th St	Single Family	1	2002
BMSD Affordable Housing Infill Development (New Construction)	Scattered sites in Unincorporated Broward County	Single Family	4	2017-2019
Affordable Homeownership Acquisition/Rehab	443 NW 20th Ave Ft. Lauderdale	Single Family	1	2019
CHDO Affordable Homeownership Rehab/Resale	1317 NW 2nd Ave Ft. Lauderdale	Single Family	1	2018

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) HOUSING OPPORTUNITIES MORTGAGE ASSISTANCE & EFFECTIVE NEIGHBORHOOD SOLUTIONS, INC. EIN (Optional): 65-0870180

Address: 690 NE 13TH STREET

City: FORT LAUDERDALE State: FL Zip: 33304

Telephone No.: 954-563-5454 FAX No.: _____ Email: GTKEMPE@HOMESFL.ORG

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Total Bid Discount (section 1.05 of General Conditions): _____

Check box if your firm qualifies for DBE (section 1.09 of General Conditions):

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

NOTE: PROPOSED TIMELINE TO ACHIEVE BUILD OUT ANTICIPATES ACQUISITION CLOSING 3/31/24 AND REQUIRES 80 DAYS (+/-) FOR ENVIRONMENTAL REVIEW, GENERAL CONTRACTOR BIDDING, CITY PERMITTING AND ALL NECESSARY FUNDING TO BE SECURED. CONSTRUCTION TO COMMENCE 8/16/24 WITH A COMPLETION 5/16/2025. ASSUMPTION IS A CONSTRUCTION LOAN WILL BE CONVERTED TO A \$500,000 (+/-) PERMANENT MORTGAGE LOAN 5/31/2025. IT IS ANTICIPATED THAT THE PROJECT WILL BE PLACED IN SERVICE (CofO) 6/15/2025 WITH COMPLETE OCCUPANCY 7/31/2025.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

GUY THOMAS KEMPE

Name (printed)

Date 2/12/2024

Signature

H.O.M.E.S.Inc. DIRECTOR OF REAL ESTATE
Title

revised 09-2022



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,


3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.



Authorized Signature

GUY THOMAS KEMPE

Name (Printed)

DIRECTOR OF REAL ESTATE

Title

2/12/2024

Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

GUY THOMAS KEMPE, DIRECTOR OF REAL ESTATE

Print Name and Title

2/12/2024

Date



E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: Event # 235

Project Description:

Developer for HOME- ARP Non-Congregate Shelter

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: HOUSING OPPORTUNITIES MORTGAGE ASSISTANCE & EFFECTIVE NEIGHBORHOOD SOLUTIONS INC. _____

Authorized Company Person's Signature: _____


Authorized Company Person's Title: GUY THOMAS KEMPE, DIRECTOR OF REAL ESTATE

Date: 2/12/2024