



Event # 20-0

Name: Developer for HOME-ARP Affordable Rental Housing Project

Description: The City of Fort Lauderdale, Florida (City) is seeking a qualified, experienced Developer/Community Housing Development Organization to acquire, rehabilitate, or construct and manage affordable rental housing primarily for occupancy by households of individuals and families that meet the definition of qualifying population under the 2021HOME Investment Partnerships American Rescue Plan (HOME-ARP), within the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP)

Buyer: Turner, Paulette

Status: Pending Open

Event Type: RFP

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Display Bid Tabulation: Display When Event Closed For Bidding Or Canceled

Event Dates

Preview:

Q & A Open: 01/09/2023 04:00:00 PM

Open: 01/09/2023 04:00:00 PM

Q & A Close: 01/24/2023 05:00:00 PM

Close: 01/31/2023 02:00:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
Did you sign and attach all Required forms per Section 4.2.0 - A-H	Yes No	Required Forms.pdf
Did you sign and attach all the required Attachments Section 4.2.9 - I: Attachments 1-5	Yes No	Event 20 Attachments 1- 5_ARP Affordable Housing Rental.pdf

Attachments

Name	Description	Attachment
Solicitation Document	Home -ARP Affordable Rental Housing Project	Event #20 ARP Affordable Housing Rental Project 12 20 2022.pdf

Event # 20-0: Developer for HOME-ARP Affordable Rental Housing Project

Commodity Codes

Commodity Code	Description
909-57	Land Development and Sub-Division Services

Line Details

Line 1: RFP HOME ARP Affordable Rental

Description: RFP HOME ARP Affordable Rental

Item: DEVELOPER FOR HOME-ARP Cost Proposal

Long Item Description: Developer for HOME-ARP Affordable Rental Housing

Commodity Code: 909-57 Land Development and Sub-Division Services

Quantity: 1.0000

Unit of Measure: DO

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 1 Questions

Question	Response Type	Attachment
Did you Sign and Attach the required attachments 1-5?	Yes No	Event 20 Attachments 1- 5_ARP Affordable Housing Rental.pdf
Did you sign, and attach all the required forms per Section 4.2.9 - Required Forms	Yes No	

Solicitation # 20

**Developer for HOME- ARP Affordable Rental
Housing Project**

Bid Designation: Public



City of Fort Lauderdale

Procurement Services Division
100 N. Andrews Avenue, Suite 619
Fort Lauderdale, Florida 33301

Bid ID: 20

Developer for HOME- ARP Affordable Rental Housing Project

Bid Start Date: January 9, 2023
Bid End Date: January 31, 2023, 2:00/PM EDT
Q & A End Date: January 24, 2023, 5:00 PM EDT
Bid Contact: Paulette R Hemmings Turner
Procurement Specialist Finance
954-828-5139
pturner@fortlauderdale.gov

Contract Duration: One Time Purchase
Contract Renewal: Not Applicable
Prices Good for: 120 days

Comments

The City of Fort Lauderdale, Florida (City) is seeking a qualified, experienced Developer/Community Housing Development Organization to acquire, rehabilitate, or construct and manage affordable rental housing primarily for occupancy by households of individuals and families that meet the definition of qualifying population under the 2021HOME Investment Partnerships American Rescue Plan (HOME-ARP), within the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Sealed proposals will be received electronically until 2:00 P.M., local time, on January 31, 2023 , Please be advised that effective immediately, and until further notice, all Invitation to Bids, by the City of Fort Lauderdale will be opened electronically via [City's on-line strategic sourcing platform](#) at the date and time indicated on the solicitation. This notice supersedes any indication on any current unopened solicitation that may give a specific location for the solicitation opening. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the question and Answer forum on the City's online Sourcing Platform before the Last Day for Questions indicated in the Solicitation.

There will be a **MANDATORY** pre-proposal conference on Tuesday, January 17, 2023 @ 10:00 AM, via Microsoft Teams.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 249 128 347 455

Passcode: xXZHqq

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 954-686-7296,,826513886#](#) United States, Fort Lauderdale

Phone Conference ID: 826 513 886#

[Find a local number](#) | [Reset PIN](#)



This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.

[Learn More](#) | [Meeting options](#)

It will be the sole responsibility of the Contractor/Developer to attend the pre-proposal conference. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking a qualified, experienced Developer/ Community Housing Development Organization to acquire, rehabilitate, or construct and manage affordable rental housing primarily for occupancy by households of individuals and families that meet the definition of qualifying population under the 2021 HOME Investment Partnerships American Rescue Plan (HOME-ARP), within the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The City has received a special allocation of the HOME Investment Partnerships Program through the HOME-ARP of which \$1,071,215.00 has been allocated for HOME-ARP Rental Housing.

All Funds are Subject to Availability.

The Home-ARP program operation will be subjected to the regulations outlined in Exhibit 1- Home-ARP Fact Sheet: Rental Housing.

The City reserves the right to cancel, modify and terminate the award (*which includes increasing and/or reducing the funding amount*). The City also reserves the right to award to one (1) or multiple agencies. The City also reserves the right to utilize other funding sources for this activity.

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Paulette Hemmings Turner at (954) 828-5139 or email at PTurner@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature on the [City's on-line strategic sourcing platform](#). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted shall become part of any contract that is created from this RFP.

1.3 Pre-proposal Conference

There will be a **MANDATORY** pre-proposal conference on Tuesday January 17, 2023 @ 10:00 AM, via Microsoft Teams.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 249 128 347 455

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It will be the sole responsibility of the Contractor/Developer to attend the pre-proposal conference. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

City's on-line strategic sourcing platform

The City of Fort Lauderdale uses the City's on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly encouraged to read the supplier tutorials available in the [City's on-line strategic sourcing platform](#) well in advance of their intention of submitting a proposal to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Proposer's inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder/Proposer to ensure that their bid/proposal is submitted electronically through at [City's on-line strategic sourcing platform](#) no later than the time and date specified in this solicitation. PAPER BID/PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. BIDS/PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA [CITY'S ON-LINE STRATEGIC SOURCING PLATFORM](#).

1.4 Electronic Bid Openings/Proposal Closings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the [City's on-line strategic sourcing platform](#) at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the [City's on-line strategic sourcing platform](#) before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/20) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by the [City's on-line strategic sourcing platform](#) and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

2.5 Pricing/Delivery – N/A

2.6 Price Validity – N/A

2.7 Invoices/Payment – N/A

2.8 Related Expenses/Travel Expenses – N/A

2.9 Payment Method – N/A

2.10 Mistakes

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.11 Acceptance of Proposals / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.11.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.12.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 Non-Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Development Agreement

Sample of the formal agreement template: See Attachment 6

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

Proposers shall be an eligible Developer and must possess sufficient financial support, equipment, and organization to demonstrate the capacity to construct HOME-ARP Rental Housing with the assistance of HOME-ARP funding, if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.17.1 Proposer or principals shall have relevant experience in managing affordable rental housing.

2.17.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.17.3 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.4 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at: <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference N/A

2.20 Disadvantaged Business Enterprise Preference – N/A

2.21 Protest Procedure

2.21.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>.

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182.1PRSO.

2.22 Public Entity Crimes

Proposer, by submitting a proposal, certifies that neither the Proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 Subcontractors

2.23.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.23.3 Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.24 Proposal Security – N/A

2.25 Payment and Performance Bond – N/A

2.26 Insurance Requirements

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor,

at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$2,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$2,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project

- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Property Coverage (on-going basis)

Coverage must be afforded in an amount not less than 100% of the replacement value of the property with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Any separate Flood and/or Windstorm deductibles are subject to approval by the City

This policy shall insure the interests of the owner and Lessee in the property against all risk of physical loss and damage and name the City as a loss payee.

The Contractor shall, at the Contractor's own expense, take all reasonable precautions to protect the Premises from damage or destruction

Insurance Certificate Requirements

- a) The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b) The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c) In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d) In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e) The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f) The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- g) The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.

- h) The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.27 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. Award may be by Group or Item, whichever is determined to be in the best interest of the City.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation

The proposed project shall comply with the rules, regulations, ordinances, codes, and standards of the City of Fort Lauderdale, and any Federal and State requirements.

- i. Recipients must agree to cooperate with the City of Fort Lauderdale and the Federal Government in the implementation of a uniform data reporting system. Required data will include but may not necessarily be limited to quarterly reporting that documents the number of unduplicated clients served, specifically by age, race, sex, and ethnicity; along with quarterly reports that identify problems and successes with strategies for resolution of problems. Recipient must utilize reporting documents provided by City of Fort Lauderdale.
- ii. Recipients must comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (state and local government grantees) and 24 CFR Part 7 and 41 CFR Part-Equal employment opportunity without regard to race, sex, color religion, age, national origin, and disability in federally assisted construction contracts. .
- iii. Established agencies must submit or have previously provided the City with the most recent financial statement/audit. Agencies unable to provide same must submit written explanation as to why such a document is unavailable.
- iv. Providers of assistance that are primarily religious organizations must agree to provide all eligible activities in a manner that is free from religious influences and in accordance with 24CFR§574.300(c).
- v. The proposed project shall be accessible to and usable by persons with disabilities
 1. in compliance with the American with Disabilities ACT (ADA) and any subsequent
 2. and applicable amendments. Furthermore, the proposed project shall incorporate universal design elements which promote tenable and functional environment for individuals with disabilities.
- vi. The proposed project must incorporate energy efficiency measures to prevent heat gain in residential facilities and orient dwellings to maximize natural ventilation, day lighting without heat gain.
- vii. The proposed project should incorporate green building, sustainable development and smart building concepts and technologies in order to enhance the overall design and construction.

- viii. The proposed project should incorporate digital and underground communications connectivity (cable, Wi-Fi, internet, telephone) where feasible.
- ix. The proposed project must comply with all City existing landscape requirements.

2.28 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.29 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.30 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.31.1 The non- performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.31.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.31.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.31.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

2.34 Manufacturer/Brand/Model Specific Request – N/A

2.35 Contract Period – N/A

2.36 Cost Adjustments – N/A

2.37 Service Test Period – N/A

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.38 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.39 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements.

This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

- 2.40 Substitution of Personnel – N/A**
- 2.41 Ownership of Work – N/A**
- 2.42 Condition of Trade-In Equipment – N/A**
- 2.43 Conditions of Trade-In Shipment and Purchase Payment – N/A**
- 2.44 Verification of Employment Status – N/A**
- 2.45 Service Organization Controls – N/A**
- 2.46 Warranties of Usage – N/A**
- 2.47 PCI (Payment Card Industry) Compliance – N/A**

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1. HOME Program

The HOME Investment Partnerships (HOME) program was authorized under Title II of the Granston-Gonzalez National Affordable Housing Act, as amended. HOME provides formula grants to states and localities that communities use – often in partnership with local nonprofit groups – to fund a wide range of activities that build, buy, and/or rehabilitate affordable housing for rent or homeownership or provide direct rental assistance to low-income people. HOME funds are regulated and distributed to Participating Jurisdictions (PJs) by the U.S. Department of Housing and Development (HUD).

A PJ is a term given to any state or local government that HUD has designated to administer a HOME Program. HUD designation as a PJ occurs if a state or local government meets the funding thresholds, notifies HUD that it intends to participate in the program, and obtains approval by HUD of a Consolidated Plan. Consolidated Plans describe community needs, resources, priorities and proposed activities to be undertaken under certain HUD programs, including HOME.

3.2 .Project Description

The City seeks to identify a Developer(s) to award HOME-ARP funding to develop/construct affordable rental housing for qualifying populations as defined at 24 CFR 92.2.

HOME-ARP funds may be used to acquire, rehabilitate, or construct affordable rental housing primarily for occupancy by households of individuals and families that meet the definition of one or more of the qualifying populations (“**qualifying households**”).

- HOME-ARP funds must be used to primarily benefit individuals or families from the following qualifying populations:
- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act ([42 U.S.C. 11302\(a\)](#));
- At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act ([42 U.S.C. 11360\(1\)](#));
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary;
- In other populations where providing supportive services or assistance under section 212(a) of the Act ([42 U.S.C. 12742\(a\)](#)) would prevent the family’s homelessness or would serve those with the greatest risk of housing instability;
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

Eligible HOME-ARP rental housing includes “housing” as defined at [24 CFR 92.2](#), including but not limited to manufactured housing, single room occupancy (SRO) units, and permanent supportive housing. Emergency shelters, hotels, and motels (including those currently operating as non-congregate shelter), facilities such as nursing homes, residential treatment facilities, correctional facilities, halfway houses, and housing for students or dormitories do not constitute housing in the HOME-ARP program. However, HOME-ARP funds may be used to acquire and rehabilitate such structures into HOME-ARP rental housing.

Eligible Activities and Costs:

- a. Eligible Activities: Acquisition, construction, and rehabilitation of affordable rental housing, including reconstruction as defined in 24 CFR 92.2. Acquisition of vacant land or demolition may be undertaken only with respect to a HOME-ARP project for which

construction is expected to start within 12 months of commitment.

- b. Eligible Costs: HOME-ARP funds may pay for up to 100 percent of the following eligible costs associated with HOME-ARP rental units:
- c. Development hard costs include the actual cost of constructing and rehabilitating housing to meet applicable property standards. Eligible development costs also include site improvements, utility connections and costs to construct or rehabilitate laundry and community facilities located within the same building as the HOME-ARP housing; Related soft costs including reasonable and necessary costs incurred by the PJ or project owner associated with the financing, development, acquisition, or rehabilitation of HOME-APR rental housing:
- d. Developers are encouraged to submit creative proposals which utilize ongoing programs while providing **maximum leverage** of non-City cash for project costs. At minimum, the project leverage should be at least **12.5%** of the total funds provided by the City.
- e. Successful respondents must adhere to above aforementioned information.

3.3. Scope of Services

Developer 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.

The successful Developer shall prepare a set of schematic and conceptual site plans, floor plans, and elevations for the proposed project, within the time frames specified by City.

Developer will construct or rehabilitate a multi-family affordable housing rental project for HOME-ARP qualified population.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addends, responding to questions/requests for information. There is no charge to register and download the RFP from the [City's on-line strategic sourcing platform](#). Proposers are strongly encouraged to read the supplier tutorial available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the [City's on-line strategic sourcing platform](#). The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- 4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional

documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals, and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas, and methodology. location, and target group. Ability to identify Program Goals, Readiness to Proceed and meeting the requirements of the 2020-2024 Consolidated Plan and City Commission 2022 Top Priorities.

As part of the project approach, the proposer shall propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities, and other available resources you offer for the project.

4.2.4 Organizational Experience and Financial Capacity

Describe the firm's understanding and application of the HOME-ARP Program Guidelines in current or previous projects completed and the firm's experience in working with rental programs. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

Demonstrated Proof of Financial Capacity: Demonstrated proof of Financial Capacity indicating the financial position of the Developer for the past three years including annual income statements prepared by an independent, licensed CPA, or for a newly formed entity, current income statements prepared by an independent CPA for all principals covering the past three years. Additional information shall include financial references, including the name of the bank, financial institution or individual used as a reference and their names and phone number.

Prior experience working with Federal Funding: This project utilizes federal funding; thus, the ideal candidate should have prior experience working with federal funding. Document the firm's experience working with federal funding.

4.2.4.1 History and Current Status of the Proposer

The following issues should be fully responded to in this part of your proposal in concise narrative form, or as required. Additional sheets should be used, but they should reference each issue and be presented in the same order. A detailed listing of the qualification of the DEVELOPER, including:

1. An organizational chart.
2. Most recent Audit Review.
3. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract.
4. List all judgments from lawsuits in the last 5 years, which are concerned directly with the staff or part of your organization, proposed for the contract.
5. List all bankruptcies filed by the organization or any of its principals in the last 5 years.
6. List all board members who are City of Fort Lauderdale employees.
7. List all board members who hold a position as an elected or appointed member of Fort Lauderdale City government.

4.2.4.2 Affordable Rental Housing Development Plan

The following issues should be fully responded to in this part of your proposal in concise, narrative form or as required. Additional sheets should be used, but they should reference each issue and be presented in the same order. Refer to Project Development Schedule document for the respective "Attachment" referenced below.

1. A detailed affordable, single, or multi-family housing development plan including:
2. Description of the proposed housing development program.
3. Detail listing of tasks to be undertaken
4. A timeline/schedule of development as well as process and completion of tasks.
5. Key Staff Narrative: roles and responsibilities of key staff: resume and background information of each person.
6. Organization Experience Narrative: summarize your organization's experience in affordable housing development, housing management, and / or other areas relevant to the proposed project. Also describe how your organization will implement this project.
7. Management Team Experience: resume for each member of the Development Team.
8. Complete Project Development Schedule - **Attachment 1**
9. Complete Financial Analysis/Project Budget - **Attachment 2**
10. Complete Rents for new construction rental units - **Attachment 3**

11. The DEVELOPER shall include a detailed development / project proforma (for rental projects). The pro-forma must make adequate provision for replacement reserves, be in line with HOME rents - **Attachment 4. A repayment plan must be demonstrated by project proforma, cash flow statement and development budget.**
12. Commitment from other funding source(s) (i.e., Bank statements, loan commitments, etc. that confirms the financial capacity of the DEVELOPER) currently in place to complete this project.
13. Rental Housing Projects-Provide the following information for the
14. Neighborhood market area:
15. Number of units added to the market within the past 12 Months
 - a) Current supply of rental housing
 - b) Rental housing vacancy rate
 - c) Tenant selection plan (for rental projects): include procedures for application processing and screening.
16. Proposed affordability restrictions and how they will be enforced. The City requires all DEVELOPER to permanent affordability covenants on units after completion of the new construction. The covenants restrict the occupant's income limits and rent that can be charged for certain units according to 24 CFR 9.252(e). All City covenants must be in a position superior to all other debt.
17. Proposed affordability restrictions and how they will be enforced. The City requires all DEVELOPER to place permanent affordability covenants on units in each project after completion of the new construction rental units for low-income seniors. The covenants restrict the occupant's income limits and rent that can be charged for certain units according to FAC 67.37.018. All City covenants must be in a position superior to all other debt.
18. The proposal shall describe the past experience of the DEVELOPER in undertaking similar activities, including details of the last three (3) projects of similar scope and magnitude to the project being proposed. Include photos and addresses of those projects – **Attachment 5.**
19. Conceptual Design Documents prepared by registered architect or professional engineer to include:
 - i. Conceptual land use site plan/street level floor plan showing all components of the project.
 - ii. Building height with corresponding square footages.
 - iii. Floor plan of unit type

4.2.5 Leveraging Resources

Firms should provide financial approval letters from other lenders and a detailed breakdown of total budget and sources of any other revenue that will be used for the proposed project.

The minimum leveraging resources must be at least 12.5% of the total funding provided by City (in-kind contributions not included).

Proposed Financing Plan. The Proposed Financing Plan should describe all proposed sources of financing, probable conditions, equity injections, credit enhancement, debt coverage ratios and return on investment. It should be supported by a financial proforma which includes detailed development cost and source and use statement identifying all hard and soft cost, land cost, cost of construction, projected income, debt service, square foot cost and proposer's profit, a cash flow statement over a period of ten years including all assumptions, showing income, expenses, net operating income, debt service and cash flow, funding commitments letters, type of security for completion of the development, guarantees and bonding capacity, public subsidies and incentives requested.

4.2.6 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.7 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.8 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.9 Required Documentations

All required forms and documents must be submitted with each Proposal, non-submission may result in proposals deemed non-responsive.

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Level of Grant Funding Required and Leveraging Resources

- i. Indicate the level of Grant Funding required for this project up to a maximum of \$1,071,215.00.
- ii. Indicate leveraging resource percentage – The minimum leveraging resources should be at least 12.5% of the total Grant Funding (\$1,071,215.00).

C. Non-Collusion Statement

This form is to be completed and inserted in this section.

D. Non-Discrimination Certification Form

This form is to be completed and inserted in this section.

E. E-Verify Affirmation Statement

This form must be completed and inserted in this section.

F. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

G. W-9 for Proposing Firm

This form must be completed and inserted in this section.

H. Active Status Page from Division of Corporations – Sunbiz.org

Provide PDF to denote current status.

I. Attachments

Include the following completed attachments:

- i. Attachment 1 - Project Development Schedule
- ii. Attachment 2 - Financial Analysis (Project Costs) - Rental Project
- iii. Attachment 3 - Project Rents
- iv. Attachment 4 - Operating Statement Pro Forma
- v. Attachment 5 - Completed Projects
- vi. Attachment 6 – Sample Agreement

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid/Proposal Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid/Proposal, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at:

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Meetings may be in person or virtual. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct virtual interviews and/or require virtual oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each Proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

Approach to Scope inclusive of an understanding of the HOME-ARP Program Guidelines for Rental must demonstrate evidence compliance with attachment H	35%
Organizational Experience, Financial Capacity and Prior Experience Working with Federal Funding	30%
Leveraging Resources and Financing Plan	25%
References	10%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to that Developer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

HOME-ARP Program Fact Sheet: Rental Housing

Overview:

A PJ may use HOME-ARP funds to acquire, construct and rehabilitate rental housing for occupancy by individuals and families that meet one of the Qualifying Populations defined in *CPD Notice: Requirements for the Use of Funds in the HOME-American Rescue Plan Program* (“the Notice”). HOME-ARP rental housing may include single family or multifamily housing, transitional or permanent housing, group homes, single room occupancy (SRO) units, and manufactured housing.

To promote the development of financially viable housing, PJs may pay the entire amount of eligible costs associated with HOME-ARP rental units, are encouraged to work with local PHAs and state or local agencies to obtain project-based rental assistance and may provide ongoing operating cost assistance or capitalize a project operating cost assistance reserve to address operating deficits of HOME-ARP units occupied by qualifying households. To promote inclusion of HOME-ARP units in mixed-income housing, up to 30 percent of the units a PJ funds with its HOME-ARP grant may be restricted for occupancy by households that are low-income.

Eligible Activities and Costs:

- **Eligible Activities:** Acquisition, construction, and rehabilitation of affordable rental housing, including reconstruction as defined in [24 CFR 92.2](#). Acquisition of vacant land or demolition may be undertaken only with respect to a HOME-ARP project for which construction is expected to start within 12 months of commitment.
- **Eligible Costs:** HOME-ARP funds may pay for up to 100 percent of the following eligible costs associated with HOME-ARP rental units:
 - Development hard costs include the actual cost of constructing and rehabilitating housing to meet applicable property standards. Eligible development costs also include site improvements, utility connections and costs to construct or rehabilitate laundry and community facilities located within the same building as the HOME-ARP housing;
 - Refinancing of existing debt secured by a HOME-ARP rental project rehabilitated with HOME-ARP funds;
 - Acquisition costs of improved or unimproved real property;
 - Related soft costs including reasonable and necessary costs incurred by the PJ or project owner associated with the financing, development, acquisition, or rehabilitation of HOME-ARP rental housing;
 - Relocation costs as defined in [24 CFR 92.206\(f\)](#), [24 CFR 92.353](#), and the Notice;
 - Certain costs related to the payment of construction, bridge, or guaranteed loans, if HOME-ARP is part of original financing; and

- Operating cost assistance, through a capitalized operating reserve or ongoing operating cost payments, for HOME-ARP units restricted for occupancy by qualifying households.

Beneficiary Requirements:

- Eligible Beneficiaries: HOME-ARP funds must primarily benefit individuals and families that meet one of the qualifying populations defined in the Notice. However, not more than 30 percent of the total number of rental units assisted with HOME-ARP funds may be occupied by low-income households as defined in [24 CFR 92.2](#).
- Household Income: The following income requirements apply to HOME-ARP households:
 - Qualifying Households: At initial occupancy and each subsequent year during the minimum 15-year compliance period, the PJ must use the definition of annual income at [24 CFR 5.609](#) and the process described in the Notice to determine the household's contribution to rent.
 - Low-Income Households: The PJ must use the definition of annual income at [24 CFR 5.609](#) and the process described in the Notice to examine the household's income at initial occupancy and each subsequent year during the minimum 15-year compliance period to determine the household's ongoing income eligibility and applicable contribution to rent.
- Tenant Contribution to Rent: A qualifying household may not contribute to rent more than is affordable based on the PJ's determination of the household's income.

Project Requirements:

- Targeting and Occupancy: Not less than 70 percent of the total number of rental units a PJ assists with HOME-ARP funds must be restricted to occupancy by households that are qualifying households at the time of the household's initial occupancy. Not more than 30 percent of the total number of rental units assisted with HOME-ARP funds by the PJ may be restricted for occupancy by low-income households. A household that met the definition of one or more qualifying populations at initial occupancy remains a qualifying household throughout their period of occupancy irrespective of changes in income or whether they continue to meet a qualifying population definition (e.g., no longer qualify as homeless after being admitted to a HOME-ARP unit).
- Property Standards: HOME-ARP rental units must comply with all rental property standards required in [24 CFR 92.251](#) paragraphs (a), (b), (c)(1) and (2), (e), and (f).
- Minimum Compliance Period: HOME-ARP rental units must comply with the HOME-ARP rental requirements for a minimum of 15 years, irrespective of the amount of HOME-ARP funds invested in the project or the activity undertaken. If a project-based rental assistance Housing Assistance Payments (HAP) contract is awarded to a HOME-ARP rental project, the minimum compliance period is the greater of 15 years or the term of the HAP contract.
- Rent Limitations: HOME-ARP establishes rent limitations for units restricted for qualifying households and units restricted for low-income households as follows:

- Units Restricted for Occupancy by Qualifying Households: The HOME-ARP rent may not exceed 30 percent of the adjusted income of a household whose annual income is equal to or less than 50 percent of the median income for the area, as determined by HUD (i.e., Low HOME Rents).
- Units Restricted for Occupancy by Low-Income Households: HOME-ARP rental units restricted for low-income households must comply with the rent limitations at [24 CFR 92.252\(a\)](#).
- Additional HOME-ARP Unit Limitations, if applicable:
 - Federal/State Project-Based Rental Subsidy: A HOME-ARP unit that receives Federal or state project-based rental subsidy may charge the rent allowable under the rental subsidy program.
 - Single Room Occupancy Units (SRO): If an SRO unit has both sanitary and food preparation facilities, the maximum HOME-ARP rent is based on the zero-bedroom fair market rent. If the SRO unit only has sanitary facilities, the maximum HOME-ARP rent is based on 75 percent of the zero-bedroom fair market rent.
- Changes in Income and Over Income Households: A PJ must take action to address over-income households occupying HOME-ARP units as follows:
 - Qualifying Households: A qualifying household whose annual income at the time of recertification is above 50 percent of median income for the area but below 80 percent of median income for the area must pay the rent specified in [24 CFR 92.252\(a\)](#).
 - Low-Income Households: A low-income household whose income is above 80 percent of the median income for the area must pay rent that complies with [24 CFR 92.252\(i\)\(2\)](#).
- Lease and Tenant Protections: Each household that occupies a HOME-ARP assisted unit must execute a lease that complies with the tenant protection requirements prescribed in the Notice.
- Master Leasing and Use of a HOME-ARP Sponsor: A HOME-ARP sponsor – a nonprofit organization that provides housing or supportive services to qualifying households – may execute a lease for a HOME-ARP unit or a master lease for multiple units in a project. The HOME-ARP sponsor may then sublease the HOME-ARP rental unit to a qualifying household.
- Coordinated Entry and Project-Specific Waitlists: On a project-by-project basis, a PJ must decide whether a project owner may use a Continuum of Care’s (CoC) Coordinated Entry (CE), a CoC’s CE and other referral sources, or a project-specific waitlist to select qualifying households for HOME-ARP units restricted for occupancy by qualifying households. A project owner must use a project-specific waitlist to select low-income households to occupy units restricted for occupancy by low-income households.

Oversight and Management:

A PJ is responsible for the day-to-day management and oversight of its HOME-ARP program including but not limited to the following:

- *Underwriting and Subsidy Layering*: A PJ must establish underwriting and subsidy layering guidelines for determining the appropriate amount of HOME-ARP funds, including any operating cost assistance provided to maintain the financial viability of the HOME-ARP project through the 15-year minimum compliance period.
- *Enforcement of Rental Requirements*: A PJ must impose the HOME-ARP rental requirements through a deed restriction, covenant running with the land, legally binding agreement restricting the use of the property and recorded on the property in accordance with State recordation laws, or other mechanism approved by HUD.
- *Project Completion, Occupancy and Noncompliance*: A PJ must repay any HOME-ARP funds invested in units that are 1) not completed within 4 year of project commitment, 2) not rented to eligible qualifying or low-income households within 12 months of project completion, or 3) terminated before completion or otherwise not compliant with the HOME-ARP rental requirements.
- *Management and Oversight of Operating Cost Assistance Reserve*: A PJ must require any HOME-ARP funds expended for project operating cost assistance reserves be held by a project owner in a separate interest-bearing account with review and written approval from the PJ prior to any disbursement of HOME-ARP funds from the operating cost assistance reserve account. The PJ must, no less than annually, review the operating cost assistance reserve account to determine that it is appropriately sized based on projected deficits for units restricted for occupancy by qualifying households.

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated supplier information that have been generated for each specific Commodity Class item through our own on-line strategic sourcing platform. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with the City's on-line strategic sourcing platform, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with the City's on-line strategic sourcing platform in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address, please add the additional email address under your supplier profile in the City's on-line strategic sourcing platform. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION: It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES: As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2022), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

- 3.03 PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=cor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

ATTACHMENT 1**Project Development Schedule**

Attachment 1	ACTUAL OR EXPECTED ACTIVITY	MONTH/DAY/YEAR
Site		
Acquisition		
Environmental Review Completed		
Permits		
Conditional Use Permit		
Variance		
Plot Plan Review		
Site Plan Approval		
Grading Permit		
Building Permit		
Construction Financing:		
Loan Application		
Enforceable Commitment		
Closing and Disbursement		
Permanent Financing:		
Loan Application		
Enforceable Commitment		
Closing and Disbursement		
Other Loans and Grants:		
Type & Source:		
Application		
Closing & Award		
Type & Source:		
Application		
Closing & Award		
Type & Source		
Application		
Closing & Award		
Construction and Occupancy:		
Construction Start		
Construction Completion		
Placed In Service		
Occupancy of All Low-Income Units		

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.		
B.		
C.		
D.		

PROJECT COSTS					
Itemized Cost	Total Cost	HOME	Source A	Source B	Source C
A. Direct Client Subsidy					
B. Hard Costs - Construction					
C. Architect / Engineering Fees					
D. Project Soft Costs 1. Appraisal 2. Building Permits 3. Tap Fees 4. Soil Borings/Environmental Survey 5. Real Estate Attorney 6. Construction Loan Legal 7. Title and Recording 8. Other					
E. Interim Costs 1. Construction Insurance 2. Construction Interest 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					
G.. Developer's Fee					
H. Project Administration/Management					
1. Marketing/Management					
2. Operating Expenses					
3. Taxes					
4. Insurance					
I. Project Reserves					
1. Rent-Up Reserve (Rentals Projects)					
2. Operating Reserve					
<u>Rental Projects</u>					
J. Tenant Relocation					
I. Audit Costs					
K. Staff Costs <u>as allowable</u>					
L. Total					

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 I 1 – I 2

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

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

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	
2.	Vacancy allowance (___% of Line 1)	
3.	Effective gross rent (Line 1 minus Line 2)	
4.	Other income	
5.	Reserve for Bad Debt	
6.	Effective Gross Income	
OPERATING EXPENSES		Annual Amount
7.	Management fee	
8.	Management staff costs	
9.	Legal fees	
10.	Accounting/audit fees	
11.	Advertising/marketing	
12.	Telephone	
13.	Office supplies	
14.	Other administrative Expenses (Subtotal)	
MAINTENANCE		
15.	Maintenance staff costs	
16.	Elevator (if any)	
17.	Other mechanical equipment (specify)	
18.	Decorating (specify)	
19.	Routine repairs and supplies	
20.	Exterminating	
21.	Lawn and landscaping	
22.	Garbage/trash removal	
23.	Other (specify)	
24.	Subtotal	

UTILITIES		
25.	Electricity	
25.A	Residential	
25.B	Commercial areas	
25.C	Common areas	
26.	Heat and hot water (specify fuel)	
26.A	Residential	
26.B	Commercial areas	
26.C	Common areas	
27.	Sewer and water	
	Subtotal	
TAXES/INSURANCE RESERVE		
28.	Property insurance	
29.	Real estate taxes (estimated value of \$ times projected tax rate of \$_____/ \$1,000)	
30.	Reserve for replacement	
31.	Operating deficit reserve Subtotal	
32.	Total Operating Expenses (Lines 7 through 31)	
INCOME AVAILABLE FOR DEBT SERVICE		
	Effective Gross Income (Line 6)	
	Minus Total Operating Expenses (Line 32)	
33.	Net Operating Income	
34.	Debt Service Coverage Ratio Required by Lender	

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 broad 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

Once you have estimated the project income and the costs of operating the project, you can determine net operating income, the amount of income available for debt service.

ATTACHMENT 5

COMPLETED PROJECTS				
Project Name	Location	Project Type	No. Of Units	Year Completed

**HOME INVESTMENT PARTNERSHIP GRANT-AMERICAN RESCUE PLAN
(HOME-ARP) RENTAL DEVELOPMENT
PARTICIPATION AGREEMENT
(FY)**

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida,
hereinafter referred to as “City”.

and

_____, a qualified developer under the laws of
Florida, hereinafter referred to as “Participant”.

WHEREAS, on _____, 2022, by approving CAM Item _____, the City Commission of Fort Lauderdale authorized the proper City officials to execute this Agreement; and

WHEREAS, the City received HOME Investment Partnerships-American Rescue Plan (HOME-ARP) funds from the U.S. Department of Housing and Urban Development (HUD) to provide for the development of affordable rental housing in the City of Fort Lauderdale for occupancy by individuals and families that meet one of the qualifying Populations defined in CPD Notice 21-10 ; and

WHEREAS, in response to a Request for Proposal (“RFP”) issued by the City, the Participant submitted a response to rehabilitate single family or multifamily units owned by the Participant.

WHEREAS, Participant is a designated Developer. As a Developer, Participant is eligible to develop an affordable housing program; and

WHEREAS the City staff and Affordable Housing Advisory Committee recommended an award to the Participant; and

WHEREAS, Participant has proposed acquiring and rehabilitating properties located in the City of Fort Lauderdale in order to sell or rent affordable housing to low-income families.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I

PURPOSE

- 1.0 The purpose of this Agreement is to outline the requirements by which the City will provide funds to Participant so that Participant can acquire and redevelop affordable single-family homes for sale to qualified low income participants in the City.
- 1.1 The funds provided herein shall be provided to Participant in the form of a forgivable loan. The City will secure all properties with a mortgage and restrictive covenant. As a condition to receive funding under this Agreement, the Participant must execute a promissory note in the amount funded for rehabilitation, acquisition and construction of the units, mortgage and restrictive covenant, in form and substance, acceptable to the City.

ARTICLE II DEFINITIONS

- 2.0 The terms defined in Article II shall have the following meanings in this Participation Agreement, except as herein otherwise expressly provided:
 - 2.1. "Agreement" means all documents signed and executed as part of this package, the Request for Proposal (RFP) and the Participants RFP Proposal for the purpose of carrying out the responsibilities of a HOME-ARP Developer.
 - 2.2. "Carrying Costs" means landscape care and water, electric and sanitary services, all property maintenance costs, insurance on the property, and builders risk insurance required to protect the Property.
 - 2.3. "CITY" means the City of Fort Lauderdale.
 - 2.4. "Closing Costs" means usual buyer closing costs including documentary stamps, survey, title, lead base paint inspection, environmental checklist inspection, appraisal and recording fees, home inspection by licensed building or general contractor or a licensed home inspection company cost. Participant Closing Costs for purchase of the Identified Property (IP) are reimbursable with Home funds as provided herein.
 - 2.5. "Developer's Fee" means up to ten percent (10%) of the acquisition and rehabilitation cost per property.
 - 2.6. "Effective Date" means the date this Agreement was approved by the City Commission.
 - 2.7. "HCD" means the Fort Lauderdale's Housing and Community Development Division.
 - 2.8. "HCD Approval" means the written approval of the HCD Manager or designee.
 - 2.9. designee.
 - 2.10. "HOME Property" means property purchased with HOME funds pursuant to this Agreement.
 - 2.11. "HUD" means the United States Department of Housing and Urban Development.

- 2.12 “HUD Rules and / or Regulations” means all existing and new regulations regarding the HOME -ARP Program that HUD may require.
- 2.13 “Low Income” or “LI” means persons/households whose annual income does not exceed eighty percent (80%) of the Area Median Income (AMI).
- 2.14 “Participant” means the
- 2.15 “Rehabilitation Costs” mean impact fees, all development and building permit fees, cost of preparing plans and specifications, building plans, inspection fees, connection fees, construction materials, contractor services and subcontractor labor costs or any other fees required in order to bring the dwelling up to a standard that meets the City Code, Florida Building Code and all other codes, laws and regulations associated thereto as authorized by HCD.
- 2.16 “Participant Pre-purchase Costs” means costs associated with marketing, homebuyer intake activities, third party income verification, or any cost incurred prior to purchase by Participant except as provided herein
- 2.17 “Purchase Price” means the price of the IP to be paid by Participant to the FI as approved by HCD.

ARTICLE III FUNDING AND METHOD OF PAYMENT

- 3.0 The maximum loan amount payable by the City under this Agreement will be including: in HOME-ARP funds
- 3.1 Participant may request rehabilitation funds from the City for payment of all eligible grant expenses on a reimbursement basis. In the case of acquisition, a direct payment to the title company can be made by the City. Participant may not request disbursement of funds under this Agreement until the appropriate documentation has been reviewed and verified by City for payment of eligible costs; said need must be verified by HCD. The amount of each request must be limited to the actual amount required to pay for an invoice submitted by a third party.
- 3.2 Participant will ensure that any expenditure of HOME funds will be in compliance with the requirements at 24 CFR 92, the 221(d)(3) – Maximum Mortgage Limit requirements, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts, as amended from time to time, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.
- 3.3 This is a conditional contract and subject to the “Removal of Grant Conditions” by HUD. Funds cannot be expended before Request for Release of Funds (RROF) has been approved. Participant will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation,

conversion, repair or construction prior to the environmental clearance, and acknowledges that a violation of this provision may result in denial of any funds under this Agreement.

- 3.4 This Agreement will be considered a Preliminary Award, until the Participant has provided the following documents for the identified an eligible property(ies) to rehab or acquire and (*which include are not limited to*) for HCD approval:

- Executed Purchase Agreement
- Scope of Work
- Project Budget (including sources and uses of all project funds)
- Project Pro-Forma (covering the 15-year affordability period)
- Project Financing / Subsidy Layering
- The appropriate Environmental documents
- Appraisal
- Proof of site control
- Market Analysis / Assessment
- Project Timeline
- An eligible client list that confirms the agency has identified client(s) interested in purchasing the property (*if the HOME Program funding use is for acquisition and resale*) or leasing the available units.

Once the documentation is received, the City is required to review and underwrite each project and ensure the project is sustainable over the affordability period of fifteen (15) years.

- 3.5 City reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The City also reserves the right to hold payment until adequate documentation has been provided and reviewed.
- 3.6 Participant shall submit a final rehabilitation reimbursement invoice upon completion. Final payment shall be made after the City has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of completion reports and documentation of eligible occupancy, property standards and recording of restrictive covenants.

ARTICLE IV GRANT ACTIVITIES

- 4.0 Participant shall acquire, construct and rehabilitate rental housing for occupancy by individuals and families that meet one of the Qualifying Populations defined in CPD Notice 21-10.

- 4.1 Participant shall acquire, rehabilitate, and construct units for rental housing. The funding invested in a HOME ARP assisted unit shall not exceed the HOME maximum subsidy value per property.
- 4.2 Participant shall ensure compliance with all applicable HOME-ARP Program regulations.
- 4.3 The Property complies with applicable federal statutes and laws, including, but not limited to:
- Section 3 of the U.S. Housing Act of 1968, as amended
 - Equal Opportunity and related requirements in 24 CFR Section 982.53
 - Section 504 of the Rehabilitation Act of 1973
 - Americans with Disabilities Act of 1990
 - Architectural Barriers Act of 1968
 - Fair Housing Act of 1988
 - National Environmental Protection Act (NEPA)
 - Lead Base Paint Requirement
 - Davis-Bacon Act
 - Compliance with HUD's debarment guidelines
 - 49 CFR 24.5 and Paragraph 2-3 J of Handbook 1378
 - 49 CFR 24.2 (a)(15)(iv)-Initiation of Negotiations
 - 49 CFR 24 Appendix A-24.2(a)(15)(iv)
 - 49 CFR 24.206 – Eviction for Cause
 - 49 CFR 24.101(b)(2)(i) and (ii)
 - 49 CFR 24.101(b)(3)

Be advised that HUD rules / regulations are subject to change. Once a change is issued, the Participant will be notified in writing. Once notified, the Participant will be responsible for abiding by those rules.

- 4.3.2 Participant shall not disburse, commit, or expend any HOME funds to acquire or rehabilitate an IP until it has completed an environmental review on the IP that it plans to rehabilitate. The Participant must supply to HCD a completed site-specific environmental review form for each site identified for assistance. An environmental clearance notice must be obtained for the proposed Property from HCD staff.

- 4.3.4 Participant shall submit inspection and appraisal reports (*and all other items listed in Article 3.4 of this agreement*) for the IP evidencing the property's qualification for the CHDO Program pursuant to the terms of this Agreement. The reports shall include an estimate of all costs, fees or both of the work required to bring the property to current federal, state and city code requirements. Inspection reports shall include, but not be limited to, lead based paint, termite, roof and structural repairs. All appraisals must be in accordance with HUD guidelines. All estimates and work must be completed by State of Florida licensed/approved contractors or subcontractors.

- 4.3.5 Participant shall provide an itemized contractor's estimate for rehabilitation of the proposed IP, ensuring that the costs are consistent with industry standards. In addition, a timeline within which rehabilitation work will be completed shall be submitted to HCD. Time for completion of rehabilitation must be in accordance with the fifty (50) business day HCD standard. Penalties / fines will apply for all rehabilitation projects that exceed the fifty (50) business day timeframe.

HCD must review and approve all rehabilitation scopes of work and all scopes of work must be consistent with HCD's Rehabilitation Standards.

- 4.3.6 Prior to closing, the Participant shall provide City an owner's title insurance commitment, together with legible copies of all exceptions to coverage reflected therein, issued by a title insurance company acceptable to City, agreeing to issue to the City at closing, an owner's title insurance policy in the amount of the allocated HOME funds, insuring the marketability of the fee title, subject only to the those exceptions to the title of the Property together with any other title matters that may be accepted in writing by the City ("Permitted Exceptions"). The cost of said title insurance commitment and title insurance policy and any premium therefor shall be borne by the Participant.
- 4.3.7 Prior to beginning the rehabilitation process, the Participant shall provide written contracts between contractors and Participants to complete repairs within the fifty (50) business day timeframe approved by HCD. Contract may include but not be limited to a contract with an architect and/or engineer to prepare construction documents required for permitting, contract with contractor for rehabilitation of the IP. Participant shall be responsible for and obtain all final certificates of occupancy.
- 4.3.8 Participant shall provide evidence that there is a market need to acquire a property in accordance with the HOME Program requirements.

- 4.4 If HCD approves Participant's submittals in writing the following shall occur:

- Execute a first mortgage and note naming the City as mortgagee in the amount of the Purchase Price and rehabilitation costs; and
- Execute for recordation a restrictive covenant running with the land, imposing the affordability restrictions and re-sell requirements. The covenant shall be recorded superior to the mortgage lien to preserve perpetual affordability.

4.5 FINANCIAL RESPONSIBILITIES

- 4.5.1 Rehabilitation Costs. The maximum costs for Rehabilitation payable by City is as approved by HCD in writing at the time of property purchase request.

- 4.5.2 Developer Fee. The developer fee of 10% shall be paid by the City to the Participant once the acquired property is rehabilitated and occupied by an eligible individual / family.

4.6 REHABILITATION OF PROPERTY

- 4.6.1 Participant shall take those actions necessary to obtain the documents required for permitting. Participant will be responsible for obtaining all necessary permits for construction, hiring all contractors, supervising all construction, and ensuring that the HOME Property meets requirements of the Florida Building Code, local codes and federal regulations for housing quality standards and those required to commence and complete construction of the rehabilitation of the Home Property. Participant shall be responsible for all final certificates of occupancy.
- 4.6.2 Participant shall be responsible for obtaining all releases from contractors, subcontractors and laborers prior to applying for a final certificate of occupancy.

ARTICLE V RESTRICTIONS ON PROPERTY

- 5.0 A Property purchased by the Participant using HOME-ARP funds shall be restricted as follows:
- 5.1 Not less than 70 percent of the total number of rental units assisted with HOMEARP funds must be restricted to occupancy by households that are qualifying Households at the time the household's initial occupancy. Not more than 30 percent of the total number of rental units assisted with HOME-ARP funds may be restricted for occupancy by low-income households.

RESPONSIBILITY FOR PROPERTY

- 6.0 HOME-ARP rental units must comply with all rental property standards required in 24 CFR 92.251 paragraphs (a), (b), (c)(1) and (2), (e) and (f).

ARTICLE VII SCOPE OF SERVICES

- 7.0 For purposes of this Agreement, the Effective Date of this Agreement shall be _____. By _____ the Participant shall expend the initial contracted amount provided in Article III in accordance with the terms of this Agreement. If the Participant fails to expend the initial contracted amount by, this Agreement the City may terminate, and the remaining funds will be deobligated.

The Participant will have up to months to acquire all projected properties and expend at least fifty percent (50%) of its award.

Once the properties are acquired, the Participant will have up to complete the rehabilitation or construction on all units acquired and ensure all units are occupied.

If the Participant meets its goal of acquiring, constructing or rehabilitating and renting the units, the agreement may be extended until to expend any remaining funding.

- 7.1 In the event the Participant is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the City and other governmental authorities having jurisdiction over the project, or other delays that are not caused by the Participant, the HCD Manager may grant a reasonable extension of time for completion of the work. It shall be the responsibility of the Participant to notify the City promptly in writing whenever a work delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.
- 7.2 Participant shall be solely responsible for completing all activities as provided in this Agreement.
- 7.3 Participant, subject to the terms and conditions herein, shall be solely responsible for executing a Contract, (hereinafter "Construction Contract") between itself and any eligible contractor for performance of necessary construction work that meets all the terms and conditions of the HOME program regulations, found at 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts, as now in effect, and as may be amended.
- 7.4 Participant shall be solely responsible for administering the grant funds allocated herein in accordance with all applicable HUD regulations, including Uniform Relocation and Acquisition Standards, when applicable. Participant must advise City of any relocation activity and City will ensure compliance with all applicable Uniform Relocation and Acquisition Standards.
- 7.5 Participant shall not award any grant funds for expenditures made in connection with this Agreement without HCD consent. HCD will ensure that all expenditures conform to the City's housing policies and guidelines as well as to applicable federal regulations and local housing ordinances.
- 7.6 Participant shall maintain its status as an eligible Developer as defined by HUD regulations at 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts, as amended from time to time. Participant agrees to provide information as may be requested by HCD to document its continued compliance, including but not limited to, an annual board roster and certification of continued compliance. All assets acquired by Participant with HOME funds pursuant to this Agreement shall revert to the City upon the dissolution of Participant or upon Participant's failure to maintain its status.

- 7.7 All homeownership and rental housing assisted with HOME funds must meet the affordability requirements of 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts, as amended from time to time. The City will require repayment of any funds from Participant used to assist housing not meeting the standards for the required affordability period.
- 7.8 Participant shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this Agreement, the Participant shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40-48.

ARTICLE VIII CERTIFICATIONS

- 8.0 Participant certifies that it shall comply with the following requirements:
- 8.1 Acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601 et seq.), and the requirements of 24 CFR 92.353.
- 8.2 Nondiscrimination, equal opportunity, site selection and neighborhood standards identified at 24 CFR 92.202 and 92.350.
- 8.3 Drug-free workplace, identified at 24 CFR 24.
- 8.4 Anti-lobbying, identified at 24 CFR 87.
- 8.5 Affirmative marketing and minority outreach, identified at 24 CFR 92.351.
- 8.6 Labor standards, identified at 24 CFR 92.354.
- 8.7 Disbarred or suspended contractors, identified at 24 CFR 24.
- 8.8 Conflict of Interest, identified at 24 CFR 92.356.
- 8.9 Flood Insurance protection, identified at 44 CFR 59-77.
- 8.10 Lead-based paint, identified at 24 CFR 92.355.
- 8.11 Uniform Administrative Requirements, identified at 24 CFR 92.505.
- 8.12 Project requirements, identified at 24 CFR 92.
- 8.13 The 2013 HOME Final Rule, as amended from time to time.
- 8.14 The 2012 / 2013 Appropriations Acts, as amended from time to time.

And any other applicable Code or Ordinance as required by the Federal Government, State Government, County and City.

ARTICLE IX MONITORING AND RECORD KEEPING

9.0

9.1 Participant annual report should include verification that the annual certifications of each household have been conducted. Those certifications should coincide with the annual lease renewals.

9.2 Participant shall comply with the applicable policies, guidelines, and requirements of OMB Circular Nos. A-87, A-102, and A-122 relative to the acceptance and use of HOME grant amounts by the Participant and any sub-recipients, as required by 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts, as amended from time to time.

9.3 Participant shall ensure that all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement and the administration of the program under the regulations are preserved and made available as required.

9.4 The Participant shall collect and maintain project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD Technical Guide for Determining Income and Allowances under the HOME Program.

9.5 Audits must be conducted in accordance with 24 CFR 85 and OMB Circular A-133.

ARTICLE X TERMINATION OF AGREEMENT

10.0 In the event funds to finance the project set forth in this Agreement become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four hours written notice to the other party.

10.1 If the Participant fails to perform any of the provisions or terms of this Agreement, the City may, by written notice of breach to the Participant, terminate all or any part of this Agreement.

10.2 Termination shall be upon no less than twenty-four hours notice, in writing, delivered by certified mail, or in person.

10.3 No waiver by the City of any breach of any provision of this Agreement shall be deemed to be a waiver of any other provision or be construed to be a modification of the terms of this Agreement.

10.4 Any notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

(a) As to the City:

City Manager's Office
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

(b) As to the Participant:

ARTICLE XI INDEMNIFICATION CLAUSE

11. Participant shall indemnify and save harmless and defend City, its agents, servants and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of Participant, its agents, servants or employees in the performance of services under this Agreement.

ARTICLE XII AMENDMENT

12. The parties reserve the right to modify, by mutual consent, terms and conditions of this Agreement in order to successfully and fully complete the grant activities and services listed. Any such amendments must be reduced to writing and executed by the authorized City and Participant official.

ARTICLE XIII VENUE

13. This Agreement shall be governed by the laws of the State of Florida, with venue lying in Broward County, for the purpose of any litigation that may arise here from.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first written above.

CITY

WITNESSES:

CITY OF FORT LAUDERDALE

BY _____

Gregg Chavarria, City Manager

Witness print name]

[Witness print name]

ATTEST:

(CORPORATE SEAL)

David Solomon, City Clerk

Approved as to form:

Assistant City Attorney

PARTICIPANT

WITNESSES :

By _____
Director

[Witness print name]

Attest:

[Witness print name]

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____ 2022 by
Corporation, a Florida non-profit corporation, on behalf of the corporation, who are ☐
personally known to me or ☐ have produced _____
as identification.

(NOTARY SEAL)

Notary Public, State of Florida (Signature)

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

Commission Number: _____

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) _____ EIN (Optional): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ FAX No.: _____ Email: _____

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.

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:

Name (printed)

Signature

Date

Title

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.

NAME

RELATIONSHIPS

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

Title

Name (Printed)

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

Print Name and Title

Date

Solicitation/Bid /Contract No: _____

Project Description:

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: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

RFP No. 20

TITLE: Developer for HOME- ARP Affordable Rental Housing Project

ADDENDUM NO.1

DATE: 1/20/2023

This addendum is being issued to make the following change(s):

Adds Second Pre-Proposal Conference and Extends Proposal and Q & A Due Dates:

1. Second Pre-Proposal Conference (Mandatory)

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 295 828 018 147

Passcode: JkHmPU

[Download Teams](#) | [Join on the web](#)



This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.

2. Extends Proposal Opening Date and Q&A Due Date

Proposal Due Date – February 7, 2023

Q&A Due Date – January 31, 2023

All other terms, conditions and specifications remain unchanged.

Paulette Hemmings Turner

Purchasing Specialist

Company Name: _____
(Please print)

Bidder's Signature: _____

Date: _____

RFP No. 20

TITLE: Developer for HOME- ARP Affordable Rental Housing Project

ADDENDUM NO. 2

DATE: 1/20/2023

This addendum is being issued to make the following change(s):

Adds Pre-Proposal Conference Date and Time

1. Second Pre-Proposal Conference (Mandatory)

Friday January 27, 2022 @ 10:00 AM

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 295 828 018 147

Passcode: JkHmPU

[Download Teams](#) | [Join on the web](#)



This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.

All other terms, conditions and specifications remain unchanged.

Paulette Hemmings Turner

Purchasing Specialist

Company Name: _____
(Please print)

Bidder's Signature: _____

Date: _____

RFP No. 20

TITLE: Developer for HOME- ARP Affordable Rental Housing Project

ADDENDUM NO. 3

DATE: 2/7/2023

This addendum is being issued to make the following change(s):

- **Extends Proposal Opening Date and Q&A Due Date**
Proposal Due Date – February 14, 2023
Q&A Due Date – February 8, 2023

All other terms, conditions and specifications remain unchanged.

Paulette Hemmings Turner

Purchasing Specialist

Company Name: _____
(Please print)

Bidder's Signature: _____

Date: _____