

Solicitation 365-11745

Acquisition and Renovation of Residential Properties

Bid Designation: Public



City of Fort Lauderdale

Bid 365-11745

Acquisition and Renovation of Residential Properties

Bid Number **365-11745**
 Bid Title **Acquisition and Renovation of Residential Properties**

Bid Start Date **May 23, 2016 9:45:28 AM EDT**
 Bid End Date **Jul 5, 2016 2:00:00 PM EDT**
 Question & Answer End Date **Jun 14, 2016 2:00:00 PM EDT**

Bid Contact **Ginah Joseph**
Procurement Specialist I
Finance - Procurement Division
gjoseph@fortlauderdale.gov

Pre-Bid Conference **Jun 8, 2016 10:00:00 AM EDT**
Attendance is optional
Location: CRA Conference Room
914 NW 6 St, Suite 200
Fort Lauderdale, FL

Addendum # 1

New Documents	11745 Addendum No 1.doc		
Removed Documents	Contractor Payment by P-Card Form.doc.docx		
Previous End Date	Jun 21, 2016 2:00:00 PM EDT	New End Date	Jun 28, 2016 2:00:00 PM EDT

Changes were made to the following items:
 Acquisition and Renovation of Residential Properties

Addendum # 2

New Documents	11745 Addendum No 2.doc		
Previous End Date	Jun 28, 2016 2:00:00 PM EDT	New End Date	Jul 5, 2016 2:00:00 PM EDT

Changes were made to the following items:
 Acquisition and Renovation of Residential Properties

Description

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and certified Community Housing Development Organization (CHDO) to acquire and renovate residential properties within the City's limits, for the City's Housing and Community Development Division, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Added on Jun 8, 2016:

Addendum No 1 has been added to:

1. Revise the opening date to **June 28, 2016, prior to 2:00 pm.**
2. Remove the form titled "Contractor Payment by P-Card Form"

Please note: To be eligible to respond to this RFP, the non-profit must be certified by the City of Fort Lauderdale as a Community Housing Development Organization (CHDO), and meet all the HUD requirements of a CHDO.

Added on Jun 28, 2016:

The revised opening date for this RFP has been changed to **July 5, 2016, prior to 2:00 pm.**

Addendum # 1

Addendum # 2

City of Fort Lauderdale
Acquisition and Renovation of Residential Properties
RFP # 365-11745

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and certified Community Housing Development Organization (CHDO) to acquire and renovate residential properties within the City's limits, for the City's Housing and Community Development Division, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Properties purchased within the Northwest Progresso Flagler Heights Community Redevelopment Area (map attached – Exhibit 1), must be for homeownership only. These properties will be converted for rent to low-income families or for sale specifically to low-income First Time Homebuyers. This RFP is issued pursuant to the provisions of the U. S. Department of Housing and Urban Development (HUD) Home Investment Partnerships Program (HOME) rules referenced at 24 CFR 92, 2013 HOME Final Rule.

The City has designated **\$289,445.55** to assist in this activity. These Funds are available for CHDO set-aside activities. The City's goal is to promote the acquisition, construction and rehabilitation of permanent affordable housing for low-income families.

ALL FUNDS ARE SUBJECT TO AVAILABILITY.

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 reserves the right to utilize other funding sources for this activity.

1.2 Submission Deadline

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-proposal Conference and Site Visit

There will be a pre-proposal conference and/or site visit scheduled for this Request for Proposal at the **Community Redevelopment Agency Conference Room on Wednesday June 8th, 2016 at 10:00 am. Location: 914 NW 6th St, Suite 200, Fort Lauderdale.** It is strongly suggested that all Contractor's attend the pre-proposal conference and/or site visit.

While attendance is not mandatory, tours at other times might not be available. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be

permitted based upon a claim of ignorance. It is strongly suggested that all Contractor's attend the pre-proposal meeting and/or site visit.

It will be the sole responsibility of the Contractor to attend the pre-proposal/site visit to inspect the City's location(s) facilities systems prior to submitting a proposal. 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.

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. 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.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) 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 BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

1.5 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Ginah Joseph at (954) 828-5142 or email at gjoseph@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. 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. (See addendum section of BidSync Site). Contractor's 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 in BidSync shall become part of any contract that is created from this RFP.

1.6 Eligibility

To be eligible to respond to this RFP, the non-profit must be an eligible CHDO certified by the City of Fort Lauderdale and meet all the HUD requirements of a CHDO, as per 24 CFR Part 92 and the new HOME Program Rule which include but are not limited to the following criteria:

- I. Be a private non-profit corporation organized under state or local laws;

- II. Have no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual;
- III. Is neither controlled by, nor under the direction of, individuals or entities seeking to derive profit or gain from the organization. A CHDO may be sponsored or created by a for-profit entity, but:
 - a. the for-profit entity may not be an entity whose primary purpose is the development or management of housing, such as a builder, developer, or real estate management firm;
 - b. the for-profit entity may not have the right to appoint more than one-third of the membership of the organization's governing body. Board members appointed by the for-profit may not appoint the remaining two-thirds of the board members; and
 - c. the CHDO must be free to contract for goods and services from vendors of its own choosing.
- IV. Have a tax exemption ruling from the Internal Revenue Service under section 501(c)(3) or (4) of the Internal Revenue Code of 1986.
- V. Does not include a public body (including the City). An organization that is state or locally chartered may qualify as a CHDO; however, the state or local government may not have the right to appoint more than one-third of the membership of the organization's governing body and no more than one-third of the board members can be public officials or employees of City or State. Board members appointed by the state or local governmental agency may not appoint the remaining two-thirds of the boardmembers.
- VI. Have standards of financial accountability that conform to **24 CFR 84.21, "Standards for Financial Management Systems."**
- VII. Have, among it purposes, the provision of decent housing that is affordable to low and moderate income persons, as evidenced in its charter, articles of incorporation, resolutions or by-laws;
- VIII. Maintains accountability to low-income community residents by:
 - a. maintaining at least one-third of its governing board's membership for residents of the City of Fort Lauderdale or Broward County low-income neighborhoods, other Fort Lauderdale low-income community residents, or elected representatives of low-income neighborhood organizations in Fort Lauderdale or Broward County. "Community" may mean a neighborhood or neighborhoods, the City, or Broward County; and
 - b. providing a formal process for Fort Lauderdale's low-income program beneficiaries to advise the organization in its decisions regarding the design, siting, development, and management of affordable housing;
- IX. Have a demonstrated capacity for carrying out activities assisted with HOME funds. An organization may satisfy this requirement by hiring experienced key staff members who have successfully completed similar projects, or a consultant with the same type of experience and a plan to train appropriate key staff members of the organization in the first year that a CHDO has become

certified. Have a history of serving the community within which housing to be assisted with HOME funds is to be located. In general, an organization must be able to show one year of serving the community in a housing development capacity. However, a newly created organization formed by local churches, service organizations, or neighborhood organizations may meet this requirement by demonstrating that its parent organization has at least a year of serving the community as a community housing developer.

- X. All proposers must have a current CHDO certification with the City of Fort Lauderdale. If the agency is not certified by the City as a CHDO, any - submitted responses will not be accepted.

1.7 RFP Documents

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

1.8 Award

Award may be by Group or Item, whichever is determined to be in the best interest of the City. The City reserves the right to award to that proposer who will best serve the interests of the City, for the product/service that will best serve the needs of the City of Fort Lauderdale.

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.

1.9 Restrictions

- A. Rents for HOME-assisted units must not exceed the current HUD High HOME limits per 24 CFR 92.252. The maximum HOME rents are the lesser of:
 - a. The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or
 - b. A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD, with adjustments for the number of bedrooms in the unit. The HOME rent limits which include average occupancy per unit and adjusted income assumptions.
- B. 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.
- C. 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.

- D. 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.
- E. 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).

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. CHDO are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If CHDO 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 CHDO is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract. **Applicants for funding under this RFP must produce evidence of their ability to provide services to minorities, women and/or other disenfranchised groups.** See General Conditions (GC) Section 1.09 for MBE and WBE definitions.

1.11 Environmental Review Requirements

The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58. CHDO will conduct the required Environmental Review with forms provided by the City before any funds will be committed to the proposed project. The CHDO will submit the completed Environmental Review to the City for review and approval. Upon written approval by the City, the CHDO will be permitted to acquire a property and commence with activities to complete the project.

1.12 Lead-Based Paint

All residential rehabilitation and construction activities must comply with 24 CFR Part 35 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act.

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/15) 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 BidSync 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 BidSync 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 BidSync 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

Consultant 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 Invoices/Payment

The City will accept request for reimbursements of cost no more frequently than once per month. Each request shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

2.6 Related Expenses/Travel Expenses

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

2.7 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.

2.8 Acceptance of Proposals / Minor Irregularities

2.8.1 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.

2.8.2 The City reserves the right to disqualify Consultant 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 Consultant.

2.9 Modification of Services

2.9.1 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.

2.9.2 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.

2.9.4 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 based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. 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.

2.9.5 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.

2.10 No 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.

2.11 Sample Contract Agreement

Attached is a sample of the Participation Agreement subject to review and approval by the City of Fort Lauderdale's City Attorney. The City reserves the right to make material changes to the Participation Agreement.

2.12 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 of its requirements, including all form and substance.

2.13 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.

2.14 Minimum Qualifications

Proposers shall be in the business of acquiring and renovating properties and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the principals 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.

2.14.1 Proposer or principals shall have at least one (1) year of acquiring and renovating properties experience. Project manager assigned to the work must have a minimum of one (1) years' experience in acquiring and renovating properties and have served as project manager on similar projects on a minimum of three previous occasions.

2.14.2 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.

2.14.3 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.

2.14.4 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.

2.14.5 Firm and those performing the work must be appropriately licensed and registered in the State of Florida.

2.15 Lobbying Activities

Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 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/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

2.16 Local Business Preference

2.17.1 Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

2.16.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.16.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.16.4 The complete local business preference ordinance may be found on the City's web site at the following link: <http://www.fortlauderdale.gov/home/showdocument?id=6422>

2.16.5 Definitions

The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.

4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

2.17 Protest Procedure

2.17.1 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 director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the city's web site at the following link:
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

2.17.2 The complete protest ordinance may be found on the city's web site at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

2.18 Public Entity Crimes

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.19 Subcontractors

2.19.1 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 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.

2.19.2 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.

2.19.3 Contractor shall require all of 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.

2.20 Insurance Requirements

At all times during the term of the Contract, the CHDO shall maintain in full force and effect, at its sole cost, the insurance coverage set forth below:

The CHDO is solely responsible for site security and shall procure, or have any subcontractors procure, General Liability Insurance, Comprehensive Builder's Risk Insurance, and Worker's Compensation Insurance coverage pertaining to the premises in a form, content, and amount acceptable to the City's Risk Manager. Such insurance supplied by the CHDO hereunder shall be primary.

- 2.20.1** The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.
- 2.20.2** The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, 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 Procurement Services Division.
- 2.20.3** The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Fire and Extended Coverages

The CHDO, or any of its subcontractors, at its expense, shall provide full theft, windstorm, fire and extended coverage on any property acquired, constructed or rehabilitated, and personal property located on the premises by the CHDO, for the benefit of the City, the CHDO, and the new occupant, if applicable, as each party's interests may appear, in an amount not less than one hundred percent (100%) of the replacement value of the property. In both the property and builders' risk policies, the City needs to be named as Loss Payee.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440

Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale 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. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000. This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury \$250,000 each person, \$500,000 each occurrence
 Property damage \$100,000 each occurrence

Professional Liability (Errors & Omissions)

Real Estate Development Professional Liability

Limits: \$2,000,000 per occurrence

Policies

Whenever, under the provisions of the agreement, insurance is required of the CHDO, the CHDO shall promptly provide the following:

- (a) Certificates of insurance evidencing the required coverage's;
- (b) Names and addresses of companies providing coverage's;
- (c) Effective and expiration dates of policies;
- (d) A provision in all policies affording City thirty (30) days written notice by any carrier of any cancellation or material change in any policy; and
- (e) Provide to the Purchasing Division original certificates of such coverage and receive notification of approval of those certificates by the City's Risk Manager, prior to engaging in any activities under this contract.

Collection of Insurance

In the event of destruction of, or damage to, any of the premises and contents covered by insurance, the funds payable in pursuance of said insurance policies for repair and/or reconstruction shall be deposited in a commercial national bank located in Fort Lauderdale, Florida, selected by the City, as a trust fund, and said funds shall be used for the purpose of reconstruction or repair, as the case may be: first, all or any portion of the premises; second, improvements; and third, personal property, so damaged or destroyed. Such reconstruction and repair work shall be done by the CHDO, or any of its subcontractors, in strict conformity with the ordinances of the City and all governmental agencies having jurisdiction. Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such insurance policy, then in such event, such funds shall be used as far as the same will permit in paying the cost of said reconstruction or repair and the CHDO, or any of its subcontractors, shall be responsible for the remaining funds. In the event that the cost of

such reconstruction or repair work shall be less than the proceeds derived from such insurance policies, the surplus shall be payable to the CHDO.

Insurance provisions may be subject to some variations as may be required by participating financial lenders.

2.20.4 A copy of **ANY** current Certificate of Insurance should be included with your proposal.

2.20.5 In the event that you are the successful Proposer, you will be required to provide a certificate naming the City as an "additional insured" for General Liability. Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

2.21 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. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the City.

2.22 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.

2.23 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.

2.24 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.

2.25 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:

- 2.25.1** 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;
- 2.25.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 2.25.3** 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
- 2.25.4** 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.

2.26 Canadian Companies

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.

2.27 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.

2.28 Manufacturer/Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed.

2.29 Contract Period

The initial contract term shall commence upon date of award by the City or October 1, 2016, whichever is later, and shall expire two (2) years from that date. The City reserves the right to extend the contract for one (1), additional one-year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

2.30 Service Test Period

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).

2.31 Contract Coordinator

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

- Liaison with CHDO; .
- 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.

The coordinator, or other City or federal representatives, shall have access to all work sites and CHDO records directly related to the contract.

2.32 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.

2.33 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.34 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.35 Conditions of Trade-In Shipment and Purchase Payment

All Prices of purchase items are to be Free on Board (FOB) Destination delivered to the specified City Agency. All Trade in equipment prices are to be FOB City Agency. City will ship trade in equipment FOB City Agency freight, collect to the address specified by the Contractor, or Contractor can arrange to pick up.

No City release of trade in equipment will be allowed prior to receipt and acceptance of purchased equipment will be allowed, unless prior arrangements have been made with the City Agency and approved by the Procurement Services Division.

Payment for the net cost to the City (purchase price less trade in credit) will be made within (45) days from acceptance of the purchase equipment or receipt of a correct invoice, whichever occurs last.

2.36 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement (Attachment "A ") should be completed and submitted with Proposer's response to this RFP.

2.37 Service Organization Controls

The Contactor shall provide a current SSAE 16, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 16, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 16, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

2.38 Reimbursement

Reimbursement for services will be provided on a monthly basis (unless described otherwise). Invoices must be timely and accurately reflect actual units of service or costs as described by contract. Invoices and appropriate documents shall be submitted in duplicate to the City. CHDOs should anticipate 45 days from the submission of an **acceptable invoice** to the issuance of reimbursement payment.

CHDOs are required to submit quarterly progress reports to the City. The quarterly reports may be amended at any time by the City of Fort Lauderdale as required by HUD regulations.

CHDOs are subject to program monitoring and must make all program records available for review and / or audit. The monitoring will be conducted by the City of Fort Lauderdale at least one time during the current contract year.

2.39 Records

The CHDO, and any of its subcontractors, shall maintain during the term of the contract, all books of account, receipts, invoices, reports, and records in accordance with generally accepted accounting principles and standards. The form of all records and reports shall be subject to the approval of the City. Recommendations for changes, additions, or deletions by the City must be complied with by the CHDO. The City and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the CHDO which are pertinent to the contract award, in order to make audits, examinations, excerpts, and transcripts.

The CHDO shall maintain and make available, in Broward County, Florida, such records and files for the duration of the Affordability period and retain them for a period of three (3) years beyond the last day of the affordability period term. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

An annual audit of the CHDO, performed by an independent auditor, will be required. The auditor shall determine whether:

- a. The financial statements of the CHDO present fairly its financial position and the results of its financial operations in accordance with generally accepted accounting principles;
- b. The CHDO has internal accounting and other control systems to provide reasonable assurance that it is managing Federal financial assistance programs in compliance with applicable laws and regulations; and
- c. The CHDO has complied with laws and regulations that may have a material effect on its financial statements and on the federal assistance program.

2.40 Standard of Work

The CHDO agrees that the performance of work described in this contract and pursuant to this contract shall be done in a professional manner and shall conform to industry standards. The CHDO warrants that all materials, equipment or appliances provided under this contract, by either the CHDO or any of its subcontractors, shall be new and in good working condition. All construction work shall be approved by the City's Housing and Community Development Division prior to payment.

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. What is a Community Housing Development Organization (CHDO)?

A CHDO (pronounced cho'doe) is a nonprofit, community-based service organization organized under the Internal Revenue Code of 1986 (IRC) at 501 (c) 3 or 501 (c) (4) whose **primary** purpose is to provide and develop decent affordable housing for the community it serves. Certified CHDOs receive certification from a Participating Jurisdiction (PJ) indicating that they meet certain HOME Program requirements and therefore are eligible for HOME funding.

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 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.

The HOME program definition of CHDO is found at 24 CFR Part 92.2. A copy of the HOME CHDO Regulation can be found at the U.S. Department of Housing and Urban Development website: <http://www.hudexchange.info/home/topics/chdo/>

02. Project Description

The City will assist awarded CHDO to develop, sponsor and/or own various types of affordable housing, eligible under the HOME Program. Regulations concerning this program are at 24 CFR Part 92. The City has identified housing needs in its 2015-2020 Consolidated Plan (Con Plan), which is available for review on the City's Website at <http://www.fortlauderdale.gov/home/showdocument?id=15132>

CHDOs are encouraged to submit creative proposals which utilize ongoing programs while providing **maximum leverage** for federal funds.

The funds set aside for a CHDO will be used to carry out eligible HOME activities for acquisition and renovation of single family housing for low-income rental clients and/or first time homebuyers, which they develop, own, and/or sponsor. The CHDO will locate properties within the boundaries of the City; pre-qualify potential low-income first-time homebuyers and/or renters; coordinate transactions and closings. Eligible activities include acquisition, reconstruction, moderate or substantial rehabilitation of non-luxury housing with suitable amenities including real property acquisition, site improvement, conversion and other expenses including financing costs, relocation, and expenses of displaced persons, families, businesses, or organizations. All rehabilitation and construction of properties must include evidence of adherence to HUD Energy Star program and green practices as approved by the City of Fort Lauderdale.

Please refer to Exhibit 2 for the 2016 HUD Income Limits, and the HOME Maximum Per-Unit Subsidy.

Successful respondents must adhere to HUD's current HOME Rent / high HOME Rent and Fair Market Rent requirements which can be found at <https://www.hudexchange.info/manage-a-program/home-rent-limits/>.

03. Activities

Proposals are being sought for the following activities:

1. Acquisition and rehabilitation of single units for rental to low-income households, and / or;
2. Acquisition and rehabilitation of single family units for sale to first time homebuyers;

Total Funding projected: \$ 289,445.55

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses Bidsync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from Bidsync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in Bidsync well in advance of their intention of submitting a proposal to ensure familiarity with the use of Bidsync. 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 Bidsync.
- 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 is 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.

4.1.6 One (1) original and four (4) copies plus five (5) electronic (soft) copy of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.

4.1.7 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 fifty (50) pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled DVD/CD in a paper sleeve. The proposals shall be organized and divided 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 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. 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.

4.2.4 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. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time line) 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.

4.2.5 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 CHDO, including:

- 4.2.5.1** An organizational chart;
- 4.2.5.2** Most recent Audit Review.
- 4.2.5.3** List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract.
- 4.2.5.4** 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.
- 4.2.5.5** List all bankruptcies filed by the organization or any of its principals in the last 5 years.
- 4.2.5.6** List all board members who are City of Fort Lauderdale employees.
- 4.2.5.7** List all board members who hold a position as an elected or appointed member of Fort Lauderdale City government.

4.2.6 Affordable Single and Multi-Family 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.

A detailed affordable, single or multi-family housing development plan including:

- 4.2.6.1** Description of the proposed housing development program;
- 4.2.6.2** Provide a brief narrative of the proposed project including project objectives, target population, major project characteristics, number and type of units, number of HOME assisted units, surrounding neighborhood, proximity to services, and public or other transportation. Explain how the use of HOME funds will make this project feasible. Provide attachments as needed;
- 4.2.6.3** Type of assistance to be provided;

- 4.2.6.4 Detailed listing of tasks to be undertaken;
- 4.2.6.5 A timeline / schedule of development as well as process and completion of sale to homebuyers and / or lease up of rental units – **Complete Attachment 1**
- 4.2.6.6 Key Staff Narrative: roles and responsibilities of key staff: resume and background information of each person;
- 4.2.6.7 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;
- 4.2.6.8 Management Team Experience: resume for each member of the Development Team.
- 4.2.6.9 Current property appraisal no more than 60 days old;
- 4.2.6.10 Property and site control information submitted should be in the form of title, or purchase sales agreement, (please describe); and include legal description, street address and current owner information;
- 4.2.6.11 Attach a photograph of the subject property(ies), a copy of the preliminary site plan, and floor plans for each unit type in the project. Plans must be to scale. Preliminary plans do not have to be done by architects or engineers;
- 4.2.6.12 Provide a location map, showing location of the site to the surrounding area;
- 4.2.6.13 Type of occupancy;
- 4.2.6.14 Proposed target area, if any;
- 4.2.6.15 Number of households to be assisted;
- 4.2.6.16 Complete financial analysis / project budget – **Complete Attachment 2;**
- 4.2.6.17 Project rents (if applicable): for acquisition and rehabilitation of rental units – **Complete Attachment 3;**
- 4.2.6.18 The CHDO shall include a detailed development / project pro-forma (for rental projects). The pro-forma must make adequate provision for replacement reserves, be in line with HUD's HOME rents, and the anticipated number of rent-restricted units as estimated by CHDO – **Complete Attachment 4;**
- 4.2.6.19 Commitment from other funding source(s) (i.e Bank statements, loan commitments, etc. that confirms the financial capacity of the CHDO) currently in place to complete this project;
- 4.2.6.20 Marketing plan - Provide an analysis and discussion of market demand justifying the need for the proposed project. How will the proposed HOME units be marketed to the target population? How will this market approach promote equal housing opportunities and ensure compliance with Federal Fair Housing and Equal Opportunity regulations? Discrimination based on race, color, national origin, religion sex or age is prohibited.
- 4.2.6.21 First time homebuyer development plan;

- 4.2.6.22** Tenant selection plan (for rental projects): include procedures for application processing and screening;
- 4.2.6.23** Proposed affordability restrictions and how they will be enforced. The City requires all CHDO to place affordability covenants on units in each project that will guarantee affordability for up to 20 years after completion of the rehabilitation. The covenants restrict the occupants 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;
- 4.2.6.24** Proposal shall describe the past experience of the CHDO 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 – **Complete Attachment 5.**

4.2.7 Attachments

Include the following completed attachments:

- Attachment 1 - Project Development Schedule
- Attachment 2 - Financial Analysis (Project Costs) - First Time Homebuyer and Rental Rehabilitation Project
- Attachment 3 - Project Rents
- Attachment 4 - Operating Statement Pro Forma
- Attachment 5 - Completed Projects

4.2.8 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, estimated and actual.

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.

4.2.9 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.

4.2.10 Subcontractors

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

4.2.11 Required Forms**a. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

b. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

c. Non-Collusion Statement

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

d. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section

e. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

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. Business License

Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office 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 present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list no less than three (3) Proposals, assuming that three proposals have been received, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require 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 as number 1, the second ranked firm a number 2, and so on. The City shall average the ranking for each criterion, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified herein. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

<u>ABILITY TO MEET OBJECTIVES</u>	
Understands the scope of the project	30%
Understands HOME Program Guidelines for Rental and Homebuyer Programs	20%
Organizational Experience and Past Performance	20%
Leveraging Resources	15%
Capacity	15%
TOTAL PERCENT AVAILABLE:	100%

Criteria for categories, with corresponding relevant documents:

Criteria	Major Relevant Document(s):
Understands the scope of the project	Summary of proposal to identify your project including: total project cost, location and target group. Ability to identify Program Goals, Readiness to Proceed and meeting the requirements of the 2010-2015 Consolidated Plan
Understands HOME Program Guidelines for Rental and Homebuyer Programs	Describe your understanding and application of the HOME Program Guidelines in current or previous projects completed.
Organizational Experience and Past Performances	Describe your organization's experience in working with Homebuyer or Rental Programs.
Leveraging	Give detailed breakdown of total budget and sources of any other revenue that will be used for the proposed project.
Capacity	Describe your organization's qualifications; identify paid staff, and resources to implement the proposed activities in a timely and efficient manner.

The award of the contract will be based on certain objective and subjective considerations listed above. Points will be awarded based on the CHDO ability to address the criteria needed in each category.

Evaluation of RFP responses are based on criteria that demonstrates the capacity and ability of applicants to carry out acquisition, rehabilitation and purchase of low-income properties for rental or homeownership. Criteria for evaluation can be evidenced in Major Relevant Documents listed and associated with each evaluation category. The list of documents is a not an exhaustive source for evaluation. Any information that can further demonstrate an applicant's capacity and ability that is not listed in the Major Relevant Documents should be identified in the application materials.

Review of the applications will be based on the ability of an applicant to demonstrate that the agencies or combined agencies can effectively carry out the responsibilities and policies of the HOME Program. Scoring of applications will be determined using the following four categories of evaluation, with associated points possible.

5.3 Contract Award

The City reserves the right to award a contract to that Consultant 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.

5.4 Compliance

1. Project submissions must be in accordance with all applicable HUD and HOME program guidelines. The HOME Final Rule (24 CFR Part 92) and technical information about the HOME program is available on the HUD website at www.HUD.gov.

2. Include all identified information to ensure that you receive maximum points for all evaluation criteria.
3. Application forms/formats from prior application funding cycles are prohibited.
4. Original Proposal - do not use staples, binders or perforations.
5. Proposal copies - staple, clip, or use rubber bands.
6. Every page must be on standard size paper.
7. Answer each section in the order provided.

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

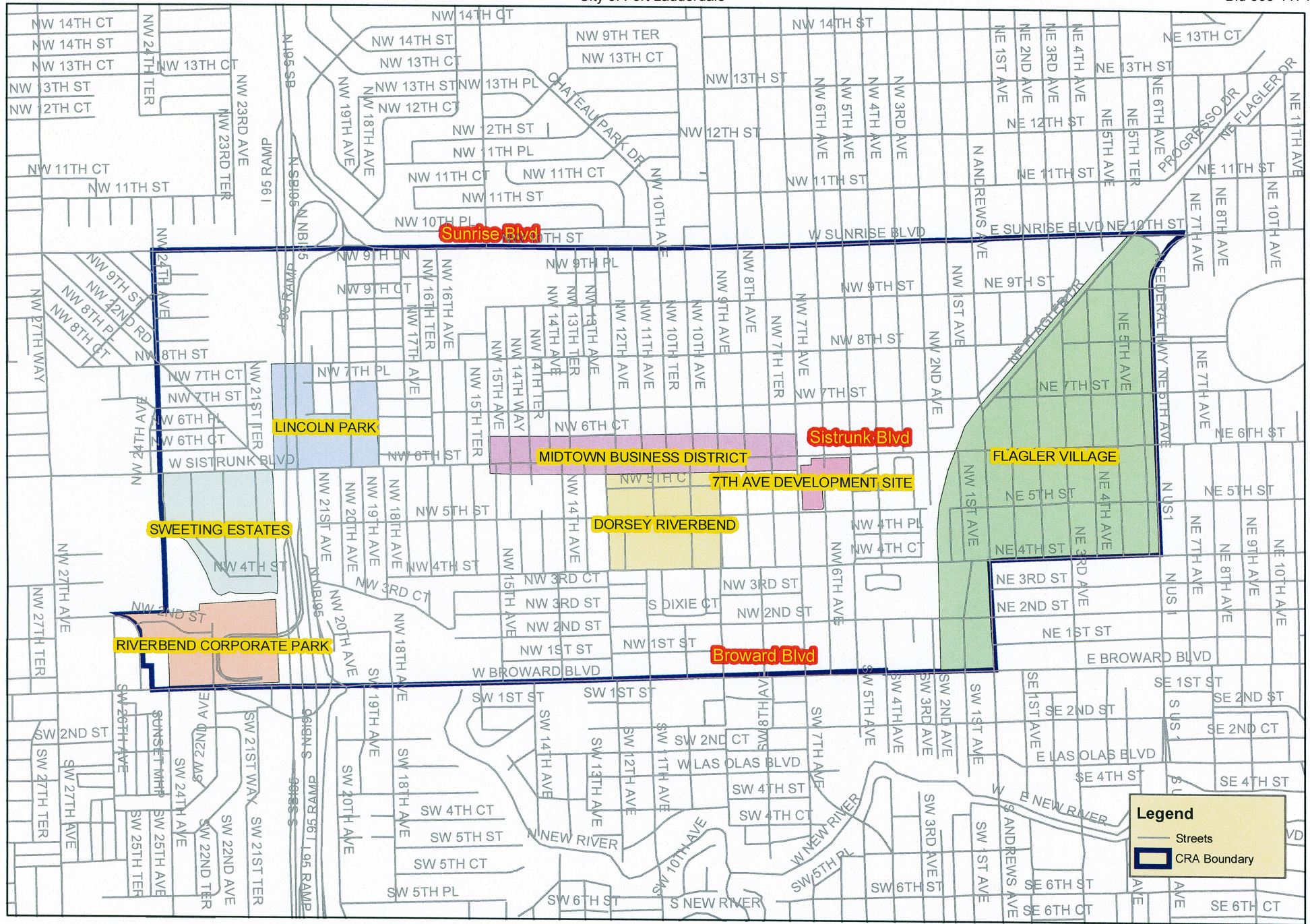
Costs for management, maintenance, utilities, taxes, insurance, and reserves are included.

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



City of Fort Lauderdale:
2006 CRA Project Areas

0 750 1,500 3,000 Feet



Plot date: 01/19/2006
Projects on P:\CRA\arcgis\cra_properties_zone.mxd



Exhibit # 2

CITY OF FORT LAUDERDALE 2016 HUD INCOME LIMITS

An eligible household must have an income equal to or less than the limits below. These limits may be periodically adjusted by HUD, please use the most recent data.

HOUSEHOLD SIZE	30% OF MEDIAN	50% OF MEDIAN	80% OF MEDIAN
1 Person	\$15,250	\$25,400	\$40,600
2 Persons	\$17,400	\$29,000	\$46,400
3 Persons	\$20,160	\$32,650	\$52,200
4 Persons	\$24,300	\$36,250	\$58,000
5 Persons	\$28,440	\$39,150	\$62,650
6 Persons	\$32,580	\$42,050	\$67,300
7 Persons	\$36,730	\$44,950	\$71,950
8 Persons	\$40,890	\$47,850	\$76,600

HOME Maximum Per-Unit Subsidy Limits

Effective November 18, 2015

Bedrooms	Home Maximum Per-Unit Subsidy
0 BR	140,107.20
1 BR	160,615.20
2 BR	195,304.80
3 BR	252,662.40
4+ BR	277,344.00

AFFORDABILITY REQUIREMENTS

<u>RENTAL HOUSING ACTIVITY</u>	MINIMUM PERIOD OF AFFORDABILITY IN YEARS
Rehabilitation or acquisition of existing housing per unit amount of HOME funds: Under \$15,000	Five (5) Years
\$15,000 to \$40,000	Twenty (20) Years
Over \$40,000 or rehabilitation involving financing	Twenty (20) Years
New construction or acquisition of newly constructed housing	Twenty (20) Years
<u>HOME OWNERSHIP ASSISTANCE</u> <u>HOME AMOUNT PER-UNIT</u>	MINIMUM PERIOD OF AFFORDABILITY IN YEARS
Under \$15,000	Five (5) Years
\$15,000 to \$40,000	Twenty (20) Years
Over \$40,000	Twenty (20) Years

ATTACHMENT A
E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: 725-10837

Project Description: Acquisition and Renovation of Foreclosed/Abandoned Properties

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: _____

**HOME INVESTMENT PARTNERSHIPS GRANT
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)
PARTICIPATION AGREEMENT
(FY 2016-2017)**

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

XXXXXXX

a non-profit corporation organized under the laws of Florida, hereinafter referred
to as "Participant".

WHEREAS, on _____, 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 Grants (HOME) from the
U.S. Department of Housing and Urban Development (HUD) to provide for the development of
affordable housing in the City of Fort Lauderdale; and

WHEREAS, Participant is a designated Community Housing Development Organization
(CHDO). As a CHDO, Participant is eligible to develop an affordable housing program; and

WHEREAS, Participant has proposed acquiring and rehabilitating properties located in
the City of Fort Lauderdale in order to lease 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 or multiple family homes for rent 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.

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 Community Housing Development Organization (CHDO).
- 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 costs. Participant Closing Costs for purchase if 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 (October 1, 2013).
- 2.7 “Eligible Homebuyer” or “EH” means eligible low-income first time homebuyers, as defined under HOME federal regulations at 24 CFR 92.
- 2.8 “Eligible Lessee” or “EL” means eligible low income persons wishing to rent or lease a housing unit as defined at 24 CFR 92.
- 2.9 “Eligible Lessee for Purchase” or “ELP” means EL wishing to purchase the housing unit they are renting.
- 2.10 “Flat Fee” means up to \$5,000.00 (*per CHDO property acquired*) will be provided to CHDO’s participating in the resell of the units acquired and rehabilitated.
- 2.11 “FI” means Financial Institution.
- 2.12 “HCD” means the Fort Lauderdale’s Housing and Community Development Division.

- 2.13 “HCD Approval” means the written approval of the HCD Manager or designee.
- 2.14 “HCD Manager” means the Housing & Community Development Division Manager or designee.
- 2.15 “HOME Property” means property purchased with HOME funds pursuant to this Agreement.
- 2.16 “HUD” means the United States Department of Housing and Urban Development.
- 2.17 “HUD Rules and / or Regulations” means all existing and new regulations regarding the HOME Program that HUD may require.
- 2.18 “Identified Property” or “IP” means a property that has been identified for acquisition by the Participant pursuant to the terms of this Agreement.
- 2.19 “Lending Entity” or “LE” means the financial institution that provides a first mortgage to EH for purchase of a eligible property.
- 2.20 “Low Income” or “LI” means persons/households whose annual income does not exceed eighty percent (80%) of the Area Median Income (AMI).
- 2.21 “Participant” means the Housing Opportunities, Mortgage Assistance, & Effective Neighborhood Solutions, Inc. (H.O.M.E.S. Inc.)
- 2.22 “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 house 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.
- 2.23 “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
- 2.24 “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 **\$289,445.55.**
- 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, 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 identified an eligible property(ies) to acquire and provide the following documents (*which include are not limited to*) for HCD approval:
- Executed Purchase Agreement
 - Rehabilitation 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
 - 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.

The City cannot fund 100% of any CHDO project. Additionally the City cannot invest more HOME funds than necessary to provide quality, financially viable affordable housing.

- 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 will use the allocated HOME funds to acquire and rehabilitate vacant single family or multiple family dwellings, or both, for sale to eligible Low Income homebuyers or lease to Eligible Lessees, as defined under HOME federal regulations at 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts. Funds must be used by Participant as follows:
 - 4.1 Participant shall acquire, rehabilitate ___ single-family or multi-family units for lease to eligible low-income individuals / families. The funding invested in a HOME assisted unit shall not exceed the 221(d)(3) maximum value per property.
 - 4.2 Participant shall ensure compliance with all applicable HOME Program regulations.
 - 4.3 Each and every property proposed to be acquired by Participant for purposes of rehabilitation and conveyance to an Eligible Homebuyer or rent to an Eligible Lessee pursuant to this Agreement must be residential/single family home ("SFH") or multiple family dwelling ("MFD") that meets the City's land use and zoning Code, Florida Building Code and all other applicable laws or regulations or will be able to be brought up to such laws and regulations ("Codes") through rehabilitation. Prior to Participant expending any funds in connection with the purchase of an IP, the Participant will notify HCD and schedule an initial inspection of the IP by HCD and Participant. No funds expended by the Participant prior to the initial HCD inspection shall be reimbursed with grant funds unless such pre-inspection costs are reimbursable as provided in this Agreement and the HCD Manager approves the reimbursement of such cost in writing. If

HCD provides written approval for Participant to proceed with the purchase of an IP, Participant may proceed with the purchase of the IP subject to meeting the following requirements and providing documentation evidencing such compliance after initial inspection to HCD as follows:

4.3.1 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 The Purchase Price of the Property may not exceed the Property's value based on an appraisal obtained by the Participant. The Purchase Price of the Property combined with the estimated Rehabilitation Costs and Closing Costs, may not exceed the maximum investment that can be made with HOME funds for a single property as provided in H.U.D. Rule 221(d)3 ("Maximum Investment"). In the event the combined investment exceeds the Maximum Investment, the Participant may submit the IP to HCD for purchase if the Participant identifies additional sources of funding other than City HOME funds for the amount that exceeds the Maximum Investment.

4.3.3 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 evidence showing clear title of the IP to be purchased using HOME funds. Such evidence shall be a title commitment report prepared by a title company or a title opinion prepared by an attorney at law.

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:

4.4.1 A closing shall be scheduled to convey the IP to the Participant. Although the title of the property will be in favor of the Participant, at the Closing the Participant shall:

- 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 affordability.

4.4.2 The City will pay the Purchase Price and eligible Closing Costs directly to the Title Company acting as closing agent. The Title Company shall pay Purchase Price to Seller.

4.5 FINANCIAL RESPONSIBILITIES

4.5.1 Closing Costs. The City of Fort Lauderdale is only responsible for the Closing Costs, defined herein, associated with Participant's acquisition of the Property from a seller. The maximum Closing Costs that HCD will pay is limited by the Maximum Investment for an IP as provided in 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts. Any costs above the Maximum Investment must be paid by Participant from funds other than the HOME funds described in this Agreement.

4.5.2 In the event HCD has provided the written approval to proceed with the purchase of an IP and Participant expends funds on an appraisal and home inspection and based on the reports the IP does not meet the requirements for purchase, the Participant shall be reimbursed for these costs.

4.5.3 Carrying Costs. Carrying costs shall be the responsibility of the Participant and not eligible for reimbursement by City.

4.5.4 Participant Pre-Purchase Costs. Participant Pre-Purchase Costs are not eligible for reimbursement by City and shall be the responsibility of the Participant, unless otherwise approved in writing by the HCD Manager.

4.5.5 Reimbursable Rehabilitation Costs. Participant shall submit monthly invoices to HCD for Reimbursable Rehabilitation Costs. Each reimbursement request shall include an updated project completion report / timeline. Prior to the approval of any rehabilitation reimbursement, the work must be confirmed and approved by HCD.

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

- 4.5.7 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, and obtains 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.

- 4.7 **LEASE OF THE PROPERTY.** The Participant is authorized to lease rehabilitated units to an EL. The Participant will be responsible for selecting EL's for the residential units in accordance with the HOME program rules referenced at 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts. Once the EH or ELP has been identified, all the documents needed to determine eligibility for the EH or ELP must be submitted to HCD for income certification.

- 4.7.1 **Sale of the Property.** If Participant wishes to sell a HOME Property, Participant must meet the following requirements:

- 4.7.1.1 Submit to HCD a signed Purchase and Sale Contract between the Participant and Eligible Homebuyer that contains the conditions upon which EH will accept title with the restrictions on ownership of the HOME Property.

- 4.7.1.2 Certification that the EH has received the homebuyer training provided by HCD. The date of Certification must be no older than one (1) year prior to submittal by the Participant to HCD.

- 4.7.1.3 **Loan Application Package:**

- A Conditional Loan Commitment / Loan Approval Letter for a proposed EH with LE's conditions;
- Uniform Underwriting and Transmittal Summary / HUD Mortgage Credit Analysis Worksheet (Form 1008);
- Good Faith Estimate;
- Uniform Residential Loan Application (Form 1003);
- Verification of Employment form (completed by the employer);

- Verification of Deposit Form (completed by the bank);
- Last month's pay stubs, most recent bank statements and EH Income Certification as required by HUD.

4.7.1.4 Down payment assistance may be provided to EH's using the HOME Funds provided herein or funds available under separate HCD Programs and will be subject to separate agreement between the EH and the City of Fort Lauderdale. Participant's and/or an EH are encouraged to request further information from HCD about these Programs.

4.7.1.5 Prior to each closing, the Participant will provide to the City the estimated settlement statement, along with the reconciliation statement and the draft note and mortgage.

4.7.1.6 Closing shall be at a place designated by City or the Lending Institution where the following shall occur:

- Participant conveys Property to EH. City is not responsible for paying EH closing costs unless separately agreed to between City and EH.
- Upon receipt of the purchase price from Participant, City shall execute and deliver a satisfaction of the first mortgage on the HOME Property to Participant.
- EH shall execute for recordation a restrictive covenant running with the land, imposing the affordability restrictions and resale requirements in accordance with HOME Program rules. The covenant shall be recorded superior to the mortgage lien and shall be consistent with 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts to preserve affordability.
- All other documents necessary to finance the purchase of property by the EH shall be executed.
- Participant will assure that any notes and mortgages recorded for an EH shall be in compliance with 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts. If a property is being acquired and sold to a low income homebuyer, the Participant will involve HCD in the approval process and sales process. All notes and mortgages for down payment assistance through the City's HOME Program, shall be in favor of the City.

- 4.7.1.7 All funds relating to the sale of a HOME Property to the EH shall be returned to the City of Fort Lauderdale as Program Income. After the Program Income has been returned to the City, the City may allow the Participant access to any remaining proceeds received from the sale of the residential units to the EH, so long as the proceeds are used for housing activities that benefit low-income households in accordance with HOME regulations. The Participant shall be required to obtain written approval of the use of those proceeds from the City's Housing & Community Development Manager. Access to the proceeds shall be allowed in accordance to the timeframes specified in this agreement and the eligible use of those funds must be in accordance with 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts.
- 4.7.2 If Participant wishes to lease a dwelling unit on a rehabilitated Property, Participant shall meet the following requirements:
- 4.7.2.1 Prior to the Participant leasing the HOME assisted unit to an EL, HCD must provide written approval for the tenant that EL is eligible under the HOME Program.
- 4.7.2.2 Participant shall retain the rents paid by an Eligible Lessee renting the Property for use with eligible Home activities.
- 4.7.2.3 The rents retained is considered CHDO Proceeds. Annually (by October 15th) the Participant must submit a ledger of all CHDO Proceeds earned through leasing the property. Any net income will be considered Program Income. The Participant must provide a plan as to how the Program Income will be used. If the planned use of funds is not approved by HCD, the Program Income must be returned to the City.

ARTICLE V RESTRICTIONS ON PROPERTY

- 5.0 A Property purchased by the Participant using HOME funds shall be restricted as follows:
- 5.1 All residential units assisted with HOME funds must be occupied by low-income households for that period of time consistent with the requirements of 24 CFR 92. Any unit not meeting this requirement will be subject to recapture of funds used to rehabilitate the unit, pro-rated for the length of time the unit met the requirements.

- 5.2 The proceeds of a sale of a Property by an EH must be returned to the Participant who will return the funds to City. If sold during the compliance period the funds shall be considered "Recaptured Funds" under 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts and must be repaid to the City for use in eligible HOME projects as required by 24 CFR 92. The Participant shall promptly notify the City of such transactions. If sold after the compliance period the funds shall be returned to the City of Fort Lauderdale as "Program Income."
- 5.3 Any HOME funds that reduce the price of the HOME Property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 24 CFR 92, using the note and mortgaged prescribed or approved by the City and consistent with the method of recapture identified in the City's Consolidated Plan.

ARTICLE VI RESPONSIBILITY FOR PROPERTY

- 6.0 If the Property is to be sold, Participant is responsible for maintaining the Property during the period between acquisition, rehabilitation and resale to an EH. If the Property is to be leased, Participant is responsible for maintaining the Property at all times while Participant owns the Property. The Participant must ensure that the appropriate type and amount of insurance is maintained on the Property as long as the Participant is owner of the Property. The minimum insurance coverage should equal the amount of total assistance provided by the City to acquire and rehabilitate the property. The cost of having insurance on the Property is the expense of the Participant and is not eligible for reimbursement.
- 6.1 If the Participants opts to lease the property to an EL, the Participant must conduct a Housing Quality Standards (HQS) inspection whenever there is a change in occupancy. Notwithstanding, the City will conduct one HQS inspection annually.

ARTICLE VII SCOPE OF SERVICES

- 7.0 For purposes of this Agreement, the Effective Date of this Agreement shall be October 1, 2013. By September 30, 2015, 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 September 30, 2015, this Agreement the City may terminate, and the remaining funds will be deobligated.

The Participant will have up to twelve (12) months to acquire all projected properties and expend at least fifty percent (50%) of its CHDO award.

Once the properties are acquired, the Participant will have up to twelve (12) months to complete the rehabilitation on all units acquired and ensure all units are occupied.

If the Participant meets its goal of acquiring, rehabilitating and reselling **four (4)** single family properties, the agreement may be extended until September 30, 2016 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 CHDO as defined by HUD regulations at 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts. 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 as an eligible CHDO.
- 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. 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
- 8.14 The 2012 / 2013 Appropriations Acts

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 Participant will provide a written report to the City on programmatic and financial status following the execution of this Agreement and until the properties have been sold to low-income First Time Homebuyers and during the time HOME Properties are leased to Eligible Lessees and or sold as a Lease for Purchase. **A report must be submitted with each reimbursement / payment request.** The report shall include information for all HOME Properties purchased with HOME funds and identifying if rehabilitation has been completed and if a HOME Property is occupied by an Eligible Homebuyer or Lessee. Participant will be responsible for maintaining all records necessary to document compliance with the provisions of 24 CFR Part 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts as now in effect, and as may be amended from time to time. The records shall be available for inspection by the City or HUD representatives during all normal business hours.
- 9.1 If the Participant chooses to lease the units, the participant's 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.
- 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 by 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts.
- 9.4 The HOME Properties must meet the affordability requirements as found in 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts as applicable. 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:
- Lee R. Feldman
City Manager's Office
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
- (b) As to the Participant:
- XXXXXX
Address
Fort Lauderdale, FL 333XX

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 _____

JONATHAN B. BROWN
Housing and Community Development
Manager

[Witness print name]

By _____

LEE R. FELDMAN, City Manager

[Witness print name]

ATTEST:

(CORPORATE SEAL)

JONDA K. JOSEPH, City Clerk

PARTICIPANT**CHDO Name**

WITNESSES :

By _____
Title

[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 _____ 2016
by _____ and _____ as _____ and
_____ of _____, 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: _____

Approved as to form:

Assistant City Attorney

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions 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) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, 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 BidSync 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 or fax, please contact BidSync. 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.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 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

This Section applies to any contract for goods or services of \$1 million or more:

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 (2011), as may be amended or revised. The City may terminate this Contract 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 (2011), 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 has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), 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) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

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 person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

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 – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

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.

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- 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 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. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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 DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

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: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, 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 TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to 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:

- Bidders 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.

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- 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, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 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:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. 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 its best interest as determined by the City, to cancel 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 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 should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their 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.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 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, Form G-107 Rev. 02/15

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 them 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 him for 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.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from 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 its 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 all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 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.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES:** if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

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.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1) _____ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (2) _____ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (3) _____ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (4) _____ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (5) _____ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (6) _____ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.
Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
NAME SIGNATURE DATE

BID/PROPOSAL CERTIFICATION

Please Note: 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) _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

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

Payment Terms (**section 1.04 of General Conditions**): _____

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

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE _____ WBE _____

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>
_____	_____	_____	_____
_____	_____	_____	_____

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. **If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.**

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

revised 04/10/15



City of Fort Lauderdale • Procurement Services Division
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ADDENDUM NO. 1

RFP No. 365-11745

TITLE: Acquisition and Renovation of Residential Properties

ISSUED: June 8, 2016

This addendum is being issued to make the following changes:

1. The revised opening date for this RFP has been changed to **June 28, 2016, prior to 2:00 pm.**
2. The form titled "Contractor Payment by P-Card Form" has been removed.

Ginah Joseph
Procurement Specialist II

Company Name:

(Please print)

Bidder's Signature:

Date: _____



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ADDENDUM NO. 2

RFP No. 365-11745

TITLE: Acquisition and Renovation of Residential Properties

ISSUED: June 28, 2016

This addendum is being issued to make the following changes:

1. The revised opening date for this RFP has been changed to **July 5, 2016, prior to 2:00 pm.**

Ginah Joseph
Procurement Specialist II

Company Name:

(Please print)

Bidder's Signature:

Date: _____

Question and Answers for Bid #365-11745 - Acquisition and Renovation of Residential Properties

Overall Bid Questions

Question 1

What is the cost estimate/budget? (Submitted: Jun 7, 2016 9:47:54 AM EDT)

Answer

- The City has designated \$289,445.55 to assist in this activity. These Funds are available for CHDO set-aside activities. The City's goal is to promote the acquisition, construction and rehabilitation of permanent affordable housing for low-income families.

ALL FUNDS ARE SUBJECT TO AVAILABILITY. (Answered: Jun 8, 2016 9:13:32 AM EDT)

Question 2

What are considered electronic copies? Can the documents be scanned as one item? (Submitted: Jun 8, 2016 12:59:27 PM EDT)

Answer

- Electron copies of the proposals can be either CDs or flash (jump) drive.

Just like the hard copies, the proposal shall be organized and divided into sections; save each section as a separate file/document and label appropriately. (Answered: Jun 8, 2016 1:08:55 PM EDT)

Question 3

What if I am still waiting for an appraisal? (Submitted: Jun 8, 2016 1:09:34 PM EDT)

Answer

- We must have a current property appraisal no more than 60 days old. The value of the homes must be determined at the time of proposals are submitted. (Answered: Jun 8, 2016 1:13:02 PM EDT)

Question 4

Are the agencies require to maintain insurance during construction? (Submitted: Jun 8, 2016 1:14:03 PM EDT)

Answer

- During construction, contractors shall have Builder's Risk Insurance. (Answered: Jun 8, 2016 1:16:39 PM EDT)