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Bid #12385-105 - Scattered Site Infill Housing..

City of Fort Lauderdale, FL

Time left: **Bid has ended**

Bid started: Sep 24, 2020 2:17:13 PM EDT

Bid ended: Bid Closed On Nov 16, 2020 2:00:00 PM EST



CITY OF FORT LAUDERDALE

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Bid #12385-105 - Scattered Site Infill Housing..



Bid contact: [Please log in to view Bid contact information](#)

Issuing agency: City of Fort Lauderdale, FL [See other Bids by this agency](#)

Bid Comments: The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide design, constructing and selling single family residences on parcels donated by the CRA, within the Northwest Progresso Flagler Heights Community Redevelopment Area (NPF CRA), to persons who will occupy the residences as their primary and homesteaded residence, pursuant to the community redevelopment plan and in accordance with the terms, conditions, and specifications contained in this Request for Proposal (RFP) issued by the City of Fort Lauderdale on behalf of the CRA.

PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDS SYNC.COM

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Password: 958940

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The City of Fort Lauderdale reserves the right to waive any informality in any or all bids and to reject any or all bids.

For information concerning technical specifications, please utilize the question/answer feature provided by BIDS SYNC at www.bidsync.com

Information on bid results and projects currently out to bid can be obtained on the City's website – <http://www.fortlauderdale.gov/departments/finance/procurement-services> . For general inquiries, please call (954) 828-5933.

Added on Aug 21, 2020:

Addendum 1)

a) Opening Bid, Questions and Answers will be extended:

New Dates:

Questions and Answers: November 9, 2020

Opening Bid: November 16, 2020

Description: The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide design, constructing and selling single family residences on parcels donated by the CRA, within the Northwest Progresso Flagler Heights Community Redevelopment Area (NPF CRA), to persons who will occupy the residences as their primary and homesteaded residence, pursuant to the community redevelopment plan and in accordance with the terms, conditions, and specifications contained in this Request for Proposal (RFP)

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Added on Aug 21, 2020:

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a) Opening Bid, Questions and Answers will be extended:

New Dates:

Questions and Answers: November 9, 2020

Opening Bid: November 16, 2020

Delivery location: [Please log in to see the delivery location](#)

Classification codes: [View classification codes](#)

Contract duration: 120 days

Contract renewal: Not Applicable

Prices good for: Not Applicable

Regions: Florida, Broward

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City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ITB NO. 12385-105

Scattered Site Infill Housing

ADDENDUM NO. 1

ISSUED: August 21, 2020

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

a) Opening Bid, Questions and Answers will be extended:

New Dates:

Questions and Answers: November 9, 2020

Opening Bid: November 16, 2020

All other terms, conditions, and specifications remain unchanged.

Fausto Vargas
Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale Community Redevelopment Agency (CRA) is seeking proposals from qualified and experienced Proposers or other persons, entities or real estate developers (sometimes referred to as “Developers” or “Proposer”) interested in designing, constructing, marketing, financing and selling single family residences on parcels donated by the CRA within the Northwest Progresso Flagler Heights Community Redevelopment Area (NPF CRA), to persons who will occupy the residences as their primary and homesteaded residence, pursuant to the community redevelopment plan and in accordance with the terms, conditions, and specifications contained in this Request for Proposal (RFP) issued by the City of Fort Lauderdale on behalf of the CRA. The CRA will make the land available at no cost and up to five Proposers may be selected for this project.

1.2 Submission Deadline

Please be advised that effective immediately, and until further notice, all Request For Proposals, Request For Qualifications, and other solicitations let by the CRA will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. This notice supersedes any indication on any current unopened solicitation that may give a specific location for the solicitation opening. All openings will be held on the BIDSYNC.COM platform. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access. The opening may also be viewed in real time through a “Zoom meeting” or similar type platform.

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Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the question and Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

1.3 Pre-proposal Conference and Site Visit

There will not be a pre-bid conference or site visit for this Request for Proposal.

1.4 BidSync

The City of Fort Lauderdale, on behalf of the CRA, 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. Neither the CRA nor the City shall 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 Fausto Vargas at (954) 828-6167 or email at fvargas@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). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposers have 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.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions (N/A)

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist 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 CRA and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City or CRA official, officer, staff, or agent be binding upon the City or CRA and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

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

2.4 Proposer's Costs

Neither the CRA nor the City shall be liable for any costs incurred by proposers in responding to this RFP.

2.5 Pricing/Delivery (N/A)

2.6 Invoices/Payment (N/A)

2.7 Related Expenses/Travel Expenses (N/A)

2.8 Payment Method (N/A)

2.9 Mistakes

The Developer shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the Developer 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 Proposer from liability and obligations under the Contract.

2.10 Acceptance of Proposals / Minor Irregularities

2.10.1 The Community Redevelopment Agency 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 minimum housing standards, deliverables, 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 Community Redevelopment Agency also reserves the right to reissue a Request for Proposal.

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

2.11 Modification of Services (N/A)

2.12 No Exclusive Contract

Proposer agrees and understands that the Development Agreement shall not be construed as an exclusive arrangement and further agrees that the Community Redevelopment Agency may, at any time, secure similar or identical services from another developer at the Community Redevelopment Agency's sole option.

2.13 Contract Agreement

After developers being selected, we will negotiate a Development Agreement and Purchase and Sale Agreement and such other documents as shall be required by the CRA.

2.14 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.

2.15 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.

2.16 Minimum Qualifications

Proposers shall be in the business of home building as a licensed contractor or real estate developer and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily complete the project which they propose if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully completed similar projects specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale/CRA or can demonstrate they have the experience 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.

- 2.16.1 Proposer or principals shall have relevant experience in new construction, marketing and sales of single family residences in the State of Florida. A Project Manager assigned to the work must have experience in new construction, marketing and sale of single family residences in the State of Florida and have served as project manager on similar projects.
- 2.16.2 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 CRA 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 or CRA and performance evaluation for services, in making the award in the best interest of the CRA.
- 2.16.3 Proposer's Firm or principals shall have no record of judgments, pending lawsuits against the City or CRA or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission or the CRA Board of Commissioners.
- 2.16.4 Neither Proposer's firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City or CRA, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City or CRA.

2.17 Lobbying Activities

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

2.18 Local Business Preference (N/A)

2.19 Protest Procedure

2.19.1 Any Proposer or Bidder who is not recommended for award of a contract and who alleges a failure by the CRA 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/departments/finance/procurement-services/notices-of-intent-to-award>.

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

2.20 Public Entity Crimes

Proposer, 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.

2.21 Subcontractors (N/A)

2.22 Proposal Security (N/A)

2.23 Payment and Performance Bond

2.23.1 The Proposer shall furnish a statutory payment and performance bond conforming to Chapter 713 and Section 255.05, Florida Statutes written by a surety acceptable to the CRA and Project lender in an amount at least equal to the cost of site work and vertical construction to be performed by the Developer guaranteeing the project lender and the CRA, the completion of site work and vertical construction of the Project, as well as full payment of all suppliers, materialmen, laborers and subcontractors employed to provide services to complete the project. As an alternative to the Payment and Performance Bond, the Developer may, with the consent of the CRA, obtain and furnish an irrevocable letter of credit from a regulated financial institution acceptable to the CRA.

The foregoing requirements may be waived by the CRA in the event the Proposer's construction lender does not require a payment and performance bond or letter of credit. Proposer must provide written evidence satisfactory to the CRA that the Proposer's project lender which funds the project has waived this requirement.

2.24 Insurance Requirements

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

The coverages, limits and/or endorsements required herein protect the primary interests of the City, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's

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

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Agreement.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Agreement. This applies to all contractors including but not limited to the construction industry.

Professional Liability and/or Errors and Omissions (if architectural or engineering services are provided)

Coverage must be afforded for Wrongful Acts in an amount not less than \$5,000,000 each claim and \$5,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Property Coverage (Builder's Risk)

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

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

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

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

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.

- b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:

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

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

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

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

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Agreement is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of

review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies/coverages are required:

Commercial General Liability

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

- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability, Independent Contractors, and contain no exclusions for explosion, collapse, or underground.

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

Business Automobile Liability

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

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

Crane and Rigging Liability

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

Workers' Compensation and Employer's Liability

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

The Contractor and its insurance carrier waives all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from Others or equivalent.

coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Agreement, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

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

Bond Requirements

This Agreement is required to be bonded pursuant to Section 255.05, Florida Statutes, and the Contractor shall furnish Payment and Performance bonds on the City's standard form covering the full and faithful performance of the Agreement for construction and the payment of obligations arising hereunder.

All bonds must be underwritten by a surety company authorized to issue bonds in the State of Florida. The Contractor shall deliver required bonds to the City no later than thirty (30) days prior to the start of work contemplated in this Agreement.

If the Surety on any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements of Section 255.05, Florida Statutes, the Contractor shall within five (5) days thereafter substitute Surety, both of which shall be acceptable to the City.

Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any loss or damages from the Contractor to the City.

2.25 Award of Contract

A Contract (the "Agreement") may be to be awarded by the Board of Commissioners of the Fort Lauderdale Community Redevelopment Agency (CRA). At the discretion of the CRA, up to five Developers may be selected for participation to enter into separate agreements. The CRA intends to enter into negotiations with the selected Developers and to enter into a Development Agreement, Purchase and Sale Agreement and other appropriate agreements with the top ranked Developer(s). Benchmarks will be negotiated with the top ranked Developers. If, however, during the negotiation process: 1) a top ranked Developer(s) withdraws from negotiations; 2) a determination is made by the CRA Executive Director or designee of the CRA that the top ranked Developer is unable to carry out negotiation in a timely manner; or 3) a determination is made by the CRA that

negotiations with the top ranked Developer are at an impasse, then the CRA Executive Director, or designee of the CRA may turn to the next ranked Developer(s) to negotiate the appropriate agreements. The CRA reserves the right to shorten the time period for negotiations with the Developer, and at the sole discretion of the CRA to execute or not execute, as applicable, a contract with the Developer that is determined to be in the CRA's best interest. The CRA reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the CRA. The Developer shall bear the full cost and expense of completing this project.

2.26 Unauthorized Work

The Successful Developer(s) shall not begin work until a Development Agreement, Purchase and Sale Agreement and other appropriate documents have been executed by the CRA and the successful Developer.

2.27 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 or CRA.

2.28 Safety

The Developer 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/Developer to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.29 Uncontrollable Circumstances ("Force Majeure")

The CRA and Developer 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:

2.29.1 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;

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

2.29.3 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

2.29.4 The non-performing party shall use 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 CRA 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.

2.30 Canadian Companies

The CRA may enforce in the United States of America or in Canada or in both countries a judgment entered against the Developer. The Developer waives any and all defenses to the CRA'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.

2.31 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 CRA approval.

2.32 Manufacturer/Brand/Model Specific Request (N/A)

2.33 Contract Period

The contract term shall commence upon date of award by the CRA or upon full execution of the Development Agreement, whichever is later, and shall expire as provided in the Development Agreement. The CRA reserves the right to extend the contract providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CRA.

2.34 Cost Adjustments (N/A)

2.35 Service Test Period (N/A)

2.36 Contract Coordinator

The CRA may designate a Contract Administrator whose principal duties shall be Liaison to the Developer.

2.37 Proposer Performance Reviews and Ratings (N/A)

2.38 Substitution of Personnel (N/A)

2.39 Insurance for Collection of Credit Card Payments (N/A)

2.40 Ownership of Work

The CRA and 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 Developer above the agreed hourly rates and related costs.

2.41 Condition of Trade-In Equipment (N/A)

- 2.42 Conditions of Trade-In Shipment and Purchase Payment (N/A)**
- 2.43 Verification of Employment Status (N/A)**
- 2.44 Service Organization Controls (N/A)**
- 2.45 Warranties of Usage (N/A)**

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Purpose:

The purpose of this solicitation is to further the implementation of the Community Redevelopment Plan for the Northwest Progresso Flagler Heights Community Redevelopment Area (NPF CRA) by providing for the conveyance of certain parcels owned by the Fort Lauderdale Community Redevelopment Agency (CRA) to the selected Developer(s) for the design, construction, financing, marketing and sale of single family residences to persons who will occupy the residence as their primary residence; to remove conditions of slum and blight; increase the tax base; enhance the quality of life; improve the aesthetics and useful enjoyment of the redevelopment area; and promote the health, safety, morals and welfare of the residents of the NPF CRA and the City. The project shall be consistent with Section 5 B. of the NPF CRA Community Redevelopment Plan entitled "Neighborhood Housing Improvement Programs" (**Attachment 1**).

The CRA is a distinct legal entity created for the purpose of eliminating slum and blighted conditions within prescribed geographic boundaries and the NPF CRA is a distinct area created pursuant to Chapter 163, Part III Florida Statutes. The Board of Commissioners of the CRA is the City Commission of the City of Fort Lauderdale. The NPF CRA was created in 1995 pursuant to Chapter 163, Part III, Florida Statutes. The CRA is empowered through the Community Redevelopment Act to undertake a broad range of activities designed to eliminate slum and blighted conditions including the purchase and disposition of property and receive incremental ad valorem tax revenues from designated taxing authorities in order to fund its activities. The activities are conducted in accordance with the Community Redevelopment Plan for the NPF CRA approved by the City Commission on November 7, 1995 and was amended in 2001 by Resolution 01-86, in 2002 by Resolution 02-183, in 2013 by Resolution 13-137, in 2016 by Resolution 16-52 and in 2018 by Resolution 18-226.

3.2 Objective

The City of Fort Lauderdale Community Redevelopment Agency (CRA) is seeking proposals from qualified and experienced Developers to design, construct, finance, market and sell single family residences on CRA owned parcels within the Northwest Progresso Flagler Heights Community Redevelopment Area (NPF CRA), to persons who will occupy the homes as their primary residence. Such activity must be in compliance with and furthers the purpose of the NPF CRA Community Redevelopment Plan in which the Project is located. The Developer is responsible for implementation of the entire project from designing the homes, planning and development approvals, securing permits, application and impact fees, managing, overseeing, coordinating, administering the project, marketing and selling the new homes, arranging and securing all financing for the project, locating, qualifying and securing homebuyers, contracting with the homebuyer for construction of the home and completing the project within 24 months in accordance with the terms, conditions, and specifications contained in this Request for Proposal (RFP) issued by the City of Fort Lauderdale on behalf of the CRA and the Development Agreement. Up to five Developers may be selected for this project.

The CRA will provide marketable title to the parcels and provide the property at no cost to the Developer. However, Developer shall pay all closing costs related to transfer of the parcels. This saving must be passed on to the homebuyer by the Developer by adjusting the sales price of the residences to reflect zero land cost. In return for providing the land at no cost, the homebuyer will be obligated to reside in the property as their primary and homestead residence for a period of seven (7) years. This obligation will be secured by a second mortgage on the property for the

value of the land that will be forgiven after seven years if the obligation to reside in the property is satisfied. Homebuyers are not income restricted and the CRA **is not** offering purchase assistance for down payment, closing cost or other expenses. However, purchase assistance may be available to qualified homebuyers from other resources such as the City of Fort Lauderdale, private lenders and others. A list of possible resources can be found on **Section 3.8** of the RFP and it is the Developer's responsibility to determine the availability and requirements of such programs. Because there is no guarantee that such programs are available or can be used for this Project, the Developer **must not rely** on such potential programs as an inducement to market and sell the single family residences, but rather should increase the affordability and marketability of the dwelling units through zero land cost.

The CRA owned lots will be conveyed to the Developer for construction of residences on speculation, as model homes or as approved sales to homebuyers. The CRA will require protective covenants and restrictions in order that the residences remain single family and owner occupied and to protect and preserve the integrity, environmental quality, and amenities of the development. The CRA owned lots will be conveyed to the Developer in "As Is" condition at no cost, except for closing costs, subject only to the terms and conditions for conveyance contained in the Development Agreement and restrictive covenants, if any. The Developers may state their preference for certain Parcel Groupings. Each Parcel Grouping will contain a maximum of five buildable lots on which can be constructed five single family homes. The top ranker proposer will be able to make their Parcel Grouping selection first for an initial award of a maximum of 5 lots. This selection process will follow with the second ranked proposer and so on.

Developers who enter into an agreement with the CRA and are able to construct and sell all their homes to the satisfaction of the CRA, are in good standing with the CRA and not in default of their Development Agreement with the CRA, may be able to request from the CRA additional CRA parcels (Bonus Parcels) for development, consisting of an additional Parcel Grouping based on CRA parcel availability. The decision to award Bonus Parcels for development will be at the sole discretion of the CRA and will not occur until the Developers initial obligations under their Development Agreement are satisfied. The Developer is to use his/her expertise in generating a proposal that is most suitable to this infill development project.

3.3 Project Site

The Project Site is located throughout the NPF CRA area in the Northwest Regional Activity Center between Broward Boulevard, Sunrise Boulevard, NW 24 Avenue and The Florida East Coast Railway. The Project Site is legally described as follows and contain the following Parcel Groupings:

Parcel Grouping "A" consisting of:

CRA Parcel #14

Address: 2146 NW 7 Court

Legal Description: Lot 6, Block 11, of WASHINGTON PARK, according to the plat thereof as recorded in Plat Book 19, page 22, of the Public Records of Broward County, Florida

Property ID: 5042-05-01-1750

Zoning: RMM-25

Dimensions: 50 x 112

Square Footage: 5,599.78

CRA Parcel #13

Address: 2121 NW 7 Street

Legal Description: Lot 18, Block 11, of WASHINGTON PARK, according to the plat thereof as recorded in Plat Book 19, page 22, of the Public Records of Broward County, Florida

Property ID: 5042-05-01-1870

Zoning: RMM-25

Dimensions: 50 x 112

Square Footage: 5,599.78

CRA Parcel #19 (Nonconforming Lot)

Address: 2324 NW 6 Place

Legal Description: Lot 13, Block 2, of WASHINGTON PARK, according to the plat thereof as recorded in Plat Book 19, page 22, of the Public Records of Broward County, Florida.

Property ID: 5042-05-01-0380

Zoning: RS-8

Dimensions: 50 x 112

Square Footage: 5,599.82

CRA Parcel #16 (Nonconforming Lot)

Address: 2212 NW 6 Place

Legal Description: Lot 4, Block 2, of WASHINGTON PARK, according to the plat thereof as recorded in Plat Book 19, page 22, of the Public Records of Broward County, Florida

Property ID: 5042-05-01-0300

Zoning: RS-8

Dimensions: 50 x 112

Square Footage: 5,600

CRA Parcel #44

Address: 657 NW 21 Terrace

Legal Description: Lot 15, Block 13, of WASHINGTON PARK, according to the plat thereof as recorded in Plat Book 19, page 22, of the Public Records of Broward County, Florida

Property ID: 5042-05-01-2070

Zoning: RMM-25

Dimensions: Triangle shaped parcel (189.42 x 131.79 x 137.24)

Square Footage: 9,043.33

Parcel Grouping "B" consisting of:

CRA Parcel #53 (Nonconforming Lot)

Address: 932 NW 16 Terrace

Legal Description: Lot 23, Block 5, of AMENDED PLAT LINCOLN PARK, FIFTH ADDITION, according to the plat thereof as recorded in Plat Book 7, page 3, of the Public Records of Broward County, Florida

Property ID: 5042-04-16-0350 & 5042-04-16-0360

Zoning: RD-15

Dimensions: 50 x 100

Square Footage: 5,000

CRA Parcel #52 (Nonconforming Lot)

Address: 908 NW 16 Terrace

Legal Description: Lots 17 and 18 , Block 5, of AMENDED PLAT LINCOLN PARK, FIFTH ADDITION, according to the plat thereof as recorded in Plat Book 7, page 3, of the Public Records of Broward County, Florida

Property ID: 5042-04-16-0320

Zoning: RD-15

Dimensions: 50 x 100

Square Footage: 5,000

CRA Parcel #49 (Nonconforming Lot)

Address: 816 NW 16 Place

Legal Description: Lots 5 and 6, Block 3, of AMENDED PLAT LINCOLN PARK, SIXTH ADDITION, according to the plat thereof as recorded in Plat Book 7, page 2, of the Public Records of Broward

County, Florida

Property ID: 5042-04-17-0440

Zoning: RD-15

Dimensions: 50 x 100

Square Footage: 5,000

CRA Parcel #6

Address: NW 8 Street

Legal Description: Lots 45 - 48, Block 2, of AMENDED PLAT LINCOLN PARK, SIXTH ADDITION, , according to the plat thereof as recorded in Plat Book 7, page 2, of the Public Records of Broward County, Florida

Property ID: 5042-04-17-0410

Zoning: RD-15

Dimensions: 100 x 100

Square Footage: 10,000

CRA Parcel #5 (Nonconforming Lot)

Address: 1600 NW 7 Court

Legal Description: Lots 1 and 2, Block 18, of FIRST ADDITION, LINCOLN PARK, according to the plat thereof as recorded in Plat Book 5, page 1, of the Public Records of Broward County, Florida

Property ID: 5042-04-12-0680

Zoning: RS-8

Dimensions: 50 x 100

Square Footage: 5,000

Parcel Grouping “C” consisting of:

CRA Parcel #23 (1 of 2 Parts)

Address: 828 NW 15 Avenue

Legal Description: Lots 15 and 16, Block 23, of LINCOLN PARK, THIRD ADDITION, according to the plat thereof as recorded in Plat Book 7, page 4, of the Public Records of Broward County, Florida

Property ID: Part of 5042-04-14-0290

Zoning: RC-15

Dimensions: 50 x 100

Square Footage: 5,000

CRA Parcel #23 (2 of 2 Parts)

Address: 832 NW 15 Avenue

Legal Description: Lot 17 and 18, Block 23, of LINCOLN PARK, THIRD ADDITION, according to the plat thereof as recorded in Plat Book 7, page 4, of the Public Records of Broward County, Florida

Property ID: & 5042-04-14-0300 & Part of 5042-04-14-0290

Zoning: RC-15

Dimensions: 50 x 100

Square Footage: 5,000

CRA Parcel #46

Address: 715 NW 15 Avenue

Legal Description: Lot 17, Block 3, of CARVER PARK, according to the plat thereof as recorded in Plat Book 19, page 21, of the Public Records of Broward County, Florida

Property ID: 5042-04-28-0480

Zoning: RC-15

Dimensions: 50 x 112.50

Square Footage: 5,625

CRA Parcel #43

Address: 648 NW 15 Terrace

Legal Description: Lots 1 and 2, Block 3, of DORSEY PARK, according to the plat thereof as recorded in Plat Book 19, page 5, of the Public Records of Broward County, Florida

Property ID: 5042-04-23-0270

Zoning: RC-15

Dimensions: 90 x 112.50

Square Footage: 10,125

CRA Parcel #51

Address: 800 NW 13 Terrace

Legal Description: Lots 17 and 18, Block 6, of AMENDED PLAT LINCOLN PARK, FOURTH ADDITION, according to the plat thereof as recorded in Plat Book 7, page 35, of the Public Records of Broward County, Florida

Property ID: 5042-04-15-0301

Zoning: RMM-25

Dimensions: 50 x 100

Square Footage: 5,000

Parcel Grouping "D" consisting of:

CRA Parcel #37 (Nonconforming Lot)

Address: 606 NW 15 Terrace

Legal Description: Lot 11, Block 3, of DORSEY PARK, according to the plat thereof as recorded in Plat Book 19, page 5, of the Public Records of Broward County, Florida

Property ID: 5042-04-23-0350

Zoning: RC-15

Dimensions: 40 x 112.5

Square Footage: 4,500

CRA Parcel #38

Address: 624 NW 15 Avenue

Legal Description: Lot 17, Block 4, of LINCOLN PARK CORRECTED PLAT, according to the plat thereof as recorded in Plat Book 5, page 2, of the Public Records of Broward County, Florida

Property ID: 5042-04-11-0910 & 5042-04-11-0920

Zoning: RC-15

Dimensions: 50 x 100

Square Footage: 5,000

CRA Parcel #40

Address: 638 NW 14 Way

Legal Description: Lots 24 and 25, Block 3, of LINCOLN PARK CORRECTED PLAT, according to the plat thereof as recorded in Plat Book 5, page 2, of the Public Records of Broward County, Florida

Property ID: 5042-04-11-0660

Zoning: RC-15

Dimensions: 50 x 100

Square Footage: 5,000

CRA Parcel #41

Address: 641 NW 14 Avenue

Legal Description: Lots 34 and 35, Block 2, of LINCOLN PARK CORRECTED PLAT, according to the plat thereof as recorded in Plat Book 5, page 2, of the Public Records of Broward County, Florida

Property ID: 5042-04-11-0430

Zoning: RC-15

Dimensions: 50 x 100

Square Footage: 5,000

CRA Parcel #39

Address: 633 NW 14 Avenue

Legal Description: Lots 38 and 39, Block 2, of LINCOLN PARK CORRECTED PLAT, according to the plat thereof as recorded in Plat Book 5, page 2, of the Public Records of Broward County, Florida

Property ID: 5042-04-11-0460

Zoning: RC-15

Dimensions: 50 x 100

Square Footage: 5,000

Parcel Grouping “E” consisting of:

CRA Parcel #35 (Nonconforming Lot)

Address: 525 NW 17 Avenue

Legal Description: Lot 8, Block 9, of DORSEY PARK SECOND ADDITION, according to the plat thereof as recorded in Plat Book 23, page 10, of the Public Records of Broward County, Florida

Property ID: 5042-04-25-0430

Zoning: RS-8

Dimensions: 50 x 113

Square Footage: 5,649.98

CRA Parcel #32 (Nonconforming Lot)

Address: 510 NW 17 Avenue

Legal Description: Lot 22, Block 8, of DORSEY PARK SECOND ADDITION, according to the plat thereof as recorded in Plat Book 23, page 10, of the Public Records of Broward County, Florida

Property ID: 5042-04-25-0310

Zoning: RS-8

Dimensions: 50 x 108

Square Footage: 5,399.98

CRA Parcel #26 (Nonconforming Lot)

Address: 420 NW 17 Avenue

Legal Description: Lot 22, Block 11, of DORSEY PARK SECOND ADDITION, according to the plat thereof as recorded in Plat Book 23, page 10, of the Public Records of Broward County, Florida

Property ID: 5042-04-25-0810

Zoning: RS-8

Dimensions: 50 x 108

Square Footage: 5,399.98

CRA Parcel #7 (Nonconforming Lot)

Address: 1615 NW 4 Street

Legal Description: Lot 17, Block 11, of DORSEY PARK SECOND ADDITION, according to the plat thereof as recorded in Plat Book 23, page 10, of the Public Records of Broward County, Florida

Property ID: 5042-04-25-0761

Zoning: RS-8

Dimensions: 40 x 112.5

Square Footage: 4,500

CRA Parcel #34 (Nonconforming Lot)

Address: 517 NW 15 Way

Legal Description: Lot 9, Block 5, of DORSEY PARK FIRST ADDITION, according to the plat thereof as recorded in Plat Book 21, page 30, of the Public Records of Broward County, Florida

Property ID: 5042-04-24-1060

Zoning: RS-8

Dimensions: 50 x 113

Square Footage: 5,650

Parcel Grouping "F" consisting of:

CRA Parcel #4 (Nonconforming Lot)

Address: 1524 NW 4 Street

Legal Description: Lot 7, Block 13, of DORSEY PARK SECOND ADDITION, according to the plat thereof as recorded in Plat Book 23, page 10, of the Public Records of Broward County, Florida

Property ID: 5042-04-25-1010

Zoning: RS-8

Dimensions: 50 x 115

Square Footage: 5,749.98

CRA Parcel #28 (Nonconforming Lot)

Address: 421 NW 14 Terrace

Legal Description: The South ½ of Lot 13 and the North 32.5 feet of Lot 14, Block 9, of FIRST ADDITION TO TUSKEGEE PARK, according to the plat thereof as recorded in Plat Book 9, page 65, of the Public Records of Broward County, Florida

Property ID: 5042-04-06-2000

Zoning: RS-8

Dimensions: 70 x 113

Square Footage: 7,910

CRA Parcel #20

Address: 516 & 518 NW 14 Avenue

Legal Description: Lot 30, Block 4, of FIRST ADDITION TO TUSKEGEE PARK, according to the plat thereof as recorded in Plat Book 9, page 65, of the Public Records of Broward County, Florida

Property ID: 5042-04-06-0820 & 5042-04-06-0830

Zoning: RS-8

Dimensions: 70 x 113

Square Footage: 7,910

CRA Parcel #36

Address: 539 NW 13 Avenue

Legal Description: Lots 7 and 8, Block 4, of FIRST ADDITION TO TUSKEGEE PARK, according to the plat thereof as recorded in Plat Book 9, page 65, of the Public Records of Broward County, Florida

Property ID: 5042-04-06-0630

Zoning: RS-8

Dimensions: 70 x 113

Square Footage: 7,910

CRA Parcel #42

Address: 644 NW 12 Avenue

Legal Description: Lots 47 and 48, Block 332, of PROGRESSO, according to the plat thereof as recorded in Plat Book 2, page 18, of the Public Records Miami-Dade County, Florida, said land lying and being in Broward County, Florida.

Property ID: 4942-34-07-9151

Zoning: RMM-25

Dimensions: 50 x 135

Square Footage: 6,750

Parcel Grouping "G" consisting of:

CRA Parcel #18

Address: 2228 9 Court

Legal Description: The West 50.00 feet of the East 343.09 feet of Tract B , Block 3, of FRANKLIN PARK AMENDED, according to the plat thereof as recorded in Plat Book 28, page 50, of the Public Records of Broward County, Florida. Formerly known as Lot 21, Block 3, of FRANKLIN PARK, according to the plat thereof as recorded in Plat Book 21, page 3, of the Public Records of Broward County, Florida

Property ID: 5042-05-09-0070

Zoning: RMM-25

Dimensions: 50 x 115

Square Footage: 5,750

CRA Parcel #48

Address: 808 NW 24 Avenue

Legal Description: Lot 14 and 15, LESS the West 5 feet thereof, in Block 1, of FRANKLIN PARK , according to the plat thereof as recorded in Plat Book 21, page 3, of the Public Records of Broward County, Florida

Property ID: 5042-05-08-0100

Zoning: RMM-25

Dimensions: 92 x 95

Square Footage: 8,740

CRA Parcel #17

Address: 2218 NW 8 Street

Legal Description: Lot 12, Block 10, of WASHINGTON PARK, according to the plat thereof as recorded in Plat Book 19, page 22, of the Public Records of Broward County, Florida

Property ID: 5042-05-01-1510

Zoning: RMM-25

Dimensions: 50 x 116.43

Square Footage: 5,829.66

CRA Parcel #15

Address: 2204 NW 8 Street

Legal Description: Lot 9, Block 10, of WASHINGTON PARK, according to the plat thereof as recorded in Plat Book 19, page 22, of the Public Records of Broward County, Florida

Property ID: 5042-05-01-1480

Zoning: RMM-25

Dimensions: 50 x 115.77

Square Footage: 5,780.02

CRA Parcel #45

Address: 706 NW 4 Avenue

Legal Description: Lot 27 Less the South 3 feet thereof, and all of Lots 28 and 29 , Block 283, of PROGRESSO, according to the plat thereof as recorded in Plat Book 2, page 18, of the Public Records Miami-Dade County, Florida, said land lying and being in Broward County, Florida

Property ID: 4942-34-07-0390
Zoning: RMM-25
Dimensions: 72 x 135
Square Footage: 9,720

Parcel Grouping “H” consisting of:

CRA Parcel #2

Address: 1312 NW 2 Street
Legal Description: Lot 13, Block 2, of SEMINOLE FOREST, according to the plat thereof as recorded in Plat Book 14, page 16, of the Public Records of Broward County, Florida
Property ID: 5042-04-20-0250
Zoning: RMM-25
Dimensions: 50 x 120
Square Footage: 6,000

CRA Parcel #1

Address: 1219 NW 2 Street
Legal Description: Lot 5, Block 3, of SEMINOLE FOREST, according to the plat thereof as recorded in Plat Book 14, page 16, of the Public Records of Broward County, Florida.
Property ID: 5042-04-20-0351
Zoning: RMM-25
Dimensions: 50 x 120
Square Footage: 6,000

CRA Parcel #24

Address: 1214 NW 2 Street
Legal Description: Lot 19, Block 2, of SEMINOLE FOREST, according to the plat thereof as recorded in Plat Book 14, page 16, of the Public Records of Broward County, Florida
Property ID: 5042-04-20-0291
Zoning: RMM-25
Dimensions: 50 x 120
Square Footage: 6,000

CRA Parcel #57

Address: 1216 NW 2 Street
Legal Description: Lot 18, Block 2, of SEMINOLE FOREST, according to the plat thereof as recorded in Plat Book 14, page 16, of the Public Records of Broward County, Florida
Property ID: 5042-04-20-0290
Zoning: RMM-25
Dimensions: 50 x 120
Square Footage: 6,000

Parcel Grouping “I” consisting of:

CRA Parcel #8 (Nonconforming Lot)

Address: 1708 & 1710 NW 8 Court
Legal Description: Lots 7 & 8, Block 1, of LAUDERDALE HOMESITES, according to the plat thereof as recorded in Plat Book 3, page 1, of the Public Records of Broward County, Florida

Property ID: 5042-04-07-0040 & 5042-04-07-0050
Zoning: RD-15
Dimensions: 50 x 99
Square Footage: 4,950

CRA Parcel #9 (Nonconforming Lot)

Address: 1718 NW 8 Court
Legal Description: Lots 3 and 4, Block 1, of LAUDERDALE HOMESITES , according to the plat thereof as recorded in Plat Book 3, page 31, of the Public Records of Broward County, Florida
Property ID: 5042-04-07-0020
Zoning: RD-15
Dimensions: 50 x 99
Square Footage: 4,950

CRA Parcel #11

Address: 1801 NW 8 Street
Legal Description: Lots 13 and 14, Block 1, of FIRST ADDITION TO LAUDERDALE HOMESITES, according to the plat thereof as recorded in Plat Book 3, page 42, of the Public Records of Broward County, Florida
Property ID: 5042-04-09-0070
Zoning: RD-15
Dimensions: 50 x 150
Square Footage: 7,500

CRA Parcel #12

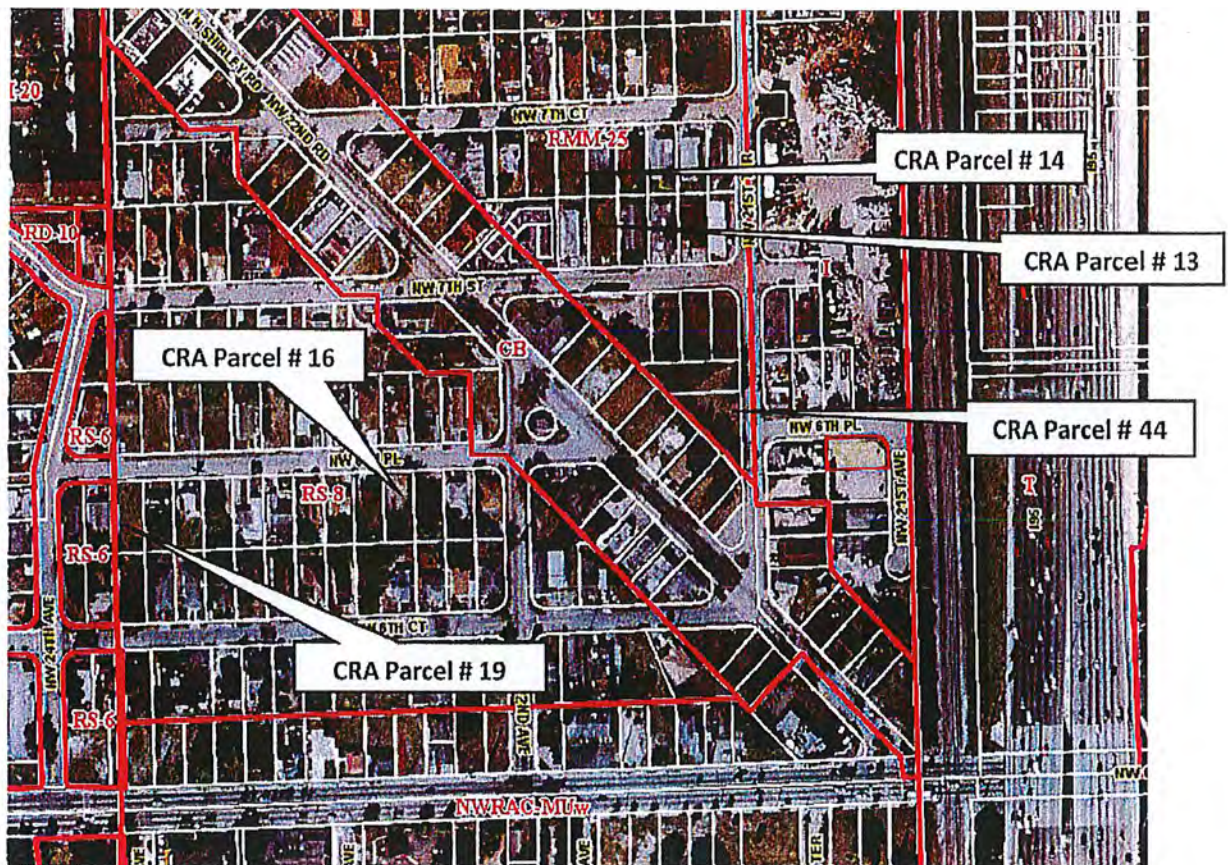
Address: 1813 NW 19 Avenue
Legal Description: Lots 15 and 16, Block 1, of FIRST ADDITION TO LAUDERDALE HOMESITES, according to the plat thereof as recorded in Plat Book 3, page 42, of the Public Records of Broward County, Florida
Property ID: 5042-04-09-0090
Zoning: RD-15
Dimensions: 50 x 150
Square Footage: 7,500

Note: Please refer to surveys attached as **Attachment 2** to verify parcel dimensions and square footage. There may be right-of-way interest held by the City not shown on the Surveys.

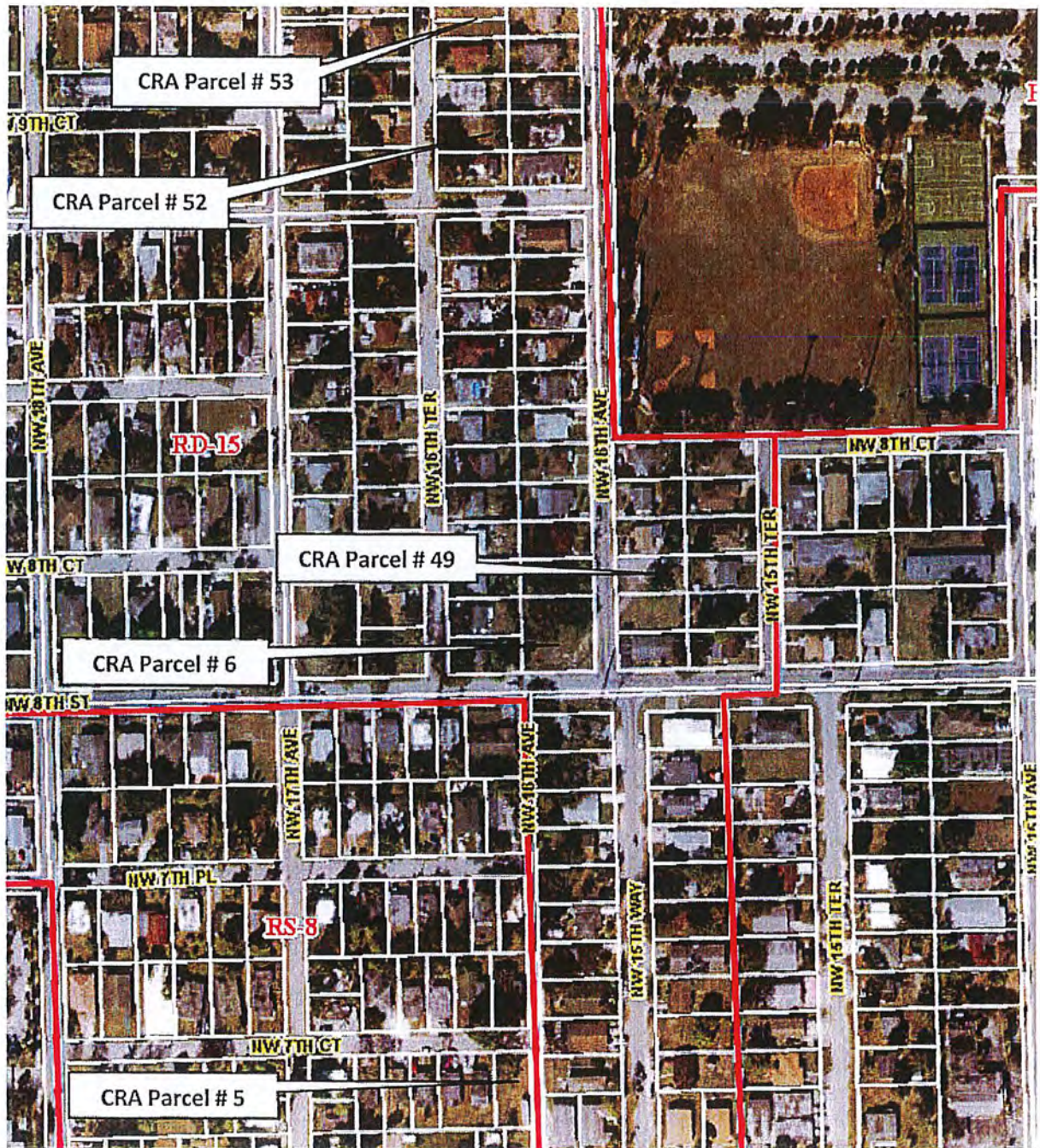
Nonconforming Lots: The above described parcels include Nonconforming Lots as the same is defined under the City of Fort Lauderdale Uniform Land Development Regulations (ULDR) under Section 47-3.3. - Nonconforming lot. Parcels that are known to be Nonconforming Lots are referenced as such and may not comply with the size requirements for parcels based on current zoning and ULDR provisions. Please refer to Section 47-3.3. - Nonconforming lot provisions from the ULDR (attached as **Attachment 3**) for guidance on developing these small parcels for standard single family structures.

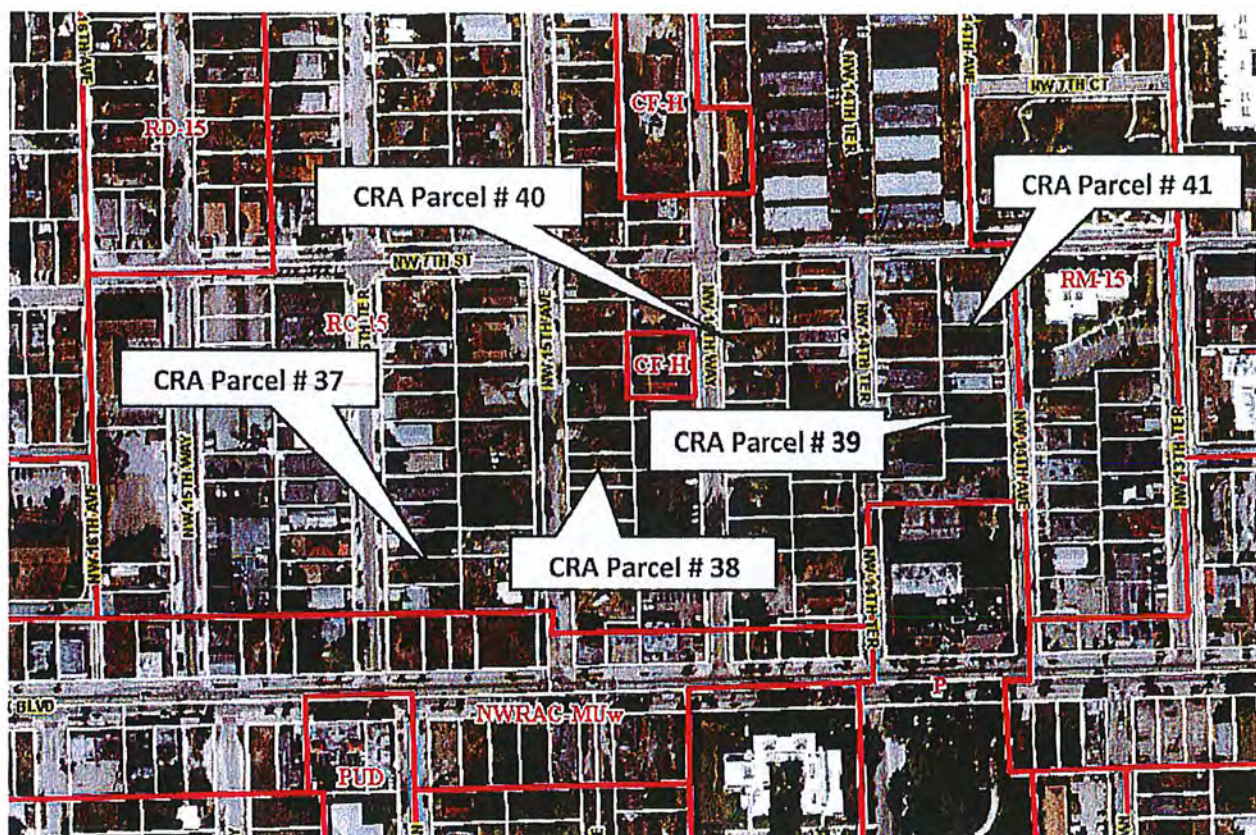
LOCATION MAPS

Parcel Grouping "A"



Parcel Grouping "B"





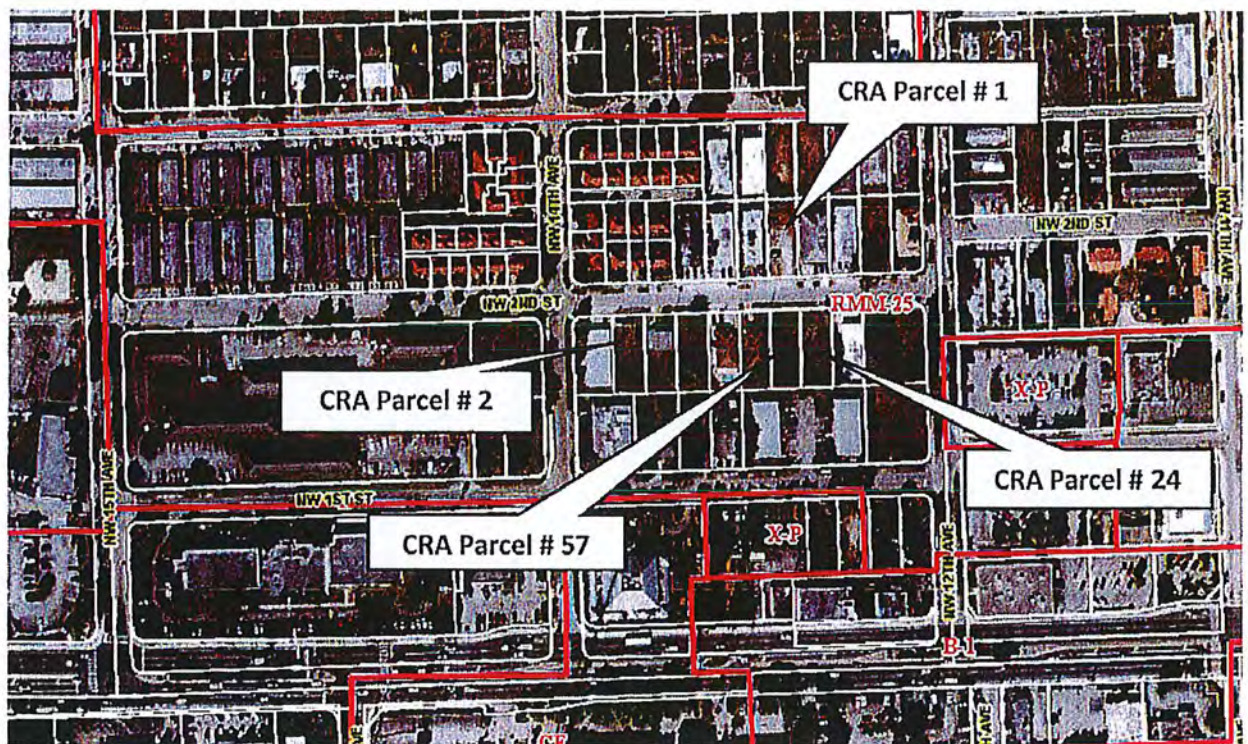
Parcel Grouping "E"



Parcel Grouping "F"



Parcel Grouping "H"



Parcel Grouping "I"



3.4 Appraised Value, History and Existing Documents

The Property is owned by the CRA and was last appraised by Callaway & Price, Inc. as of September 7, 2016. The 2016 appraised values by Callaway and Price, Inc and the Broward County Property Appraiser's 2020 Just Market Value is provided below.

CRA Parcel #	Property Address	Appraised Value 9/7/2016	Broward County 2020 Just Market Value
1	1219 NW 2 Street	\$ 46,500	\$ 36,000
2	1312 NW 2 Street	\$ 46,500	\$ 36,000
4	1524 NW 4 Street	\$ 18,500	\$ 28,750
5	1600 NW 7 Court	\$ 16,000	\$ 15,000
6	NW 8 Street	\$ 73,000	\$ 60,000
7	1615 NW 4 Street	\$ 14,500	\$ 13,500
8	1708-1710 NW 8 Court	\$ 41,000	\$ 29,700
9	1718 NW 8 Court	\$ 41,000	\$ 29,700
11	1801 NW 8 Street	\$ 58,000	\$ 45,000
12	1813 NW 19 Avenue	\$ 58,000	\$ 45,000
13	2121 NW 7 Street	\$ 43,000	\$ 33,620
14	2146 NW 7 Court	\$ 43,000	\$ 33,620
15	2204 NW 8 Street	\$ 45,000	\$ 34,700
16	2212 NW 6 Place	\$ 18,500	\$ 30,820
17	2218 NW 8 Street	\$ 45,000	\$ 35,000
18	2228 NW 9 Court	\$ 45,000	\$ 40,260
19	2324 NW 6 Place	\$ 18,500	\$ 30,820
20	516-518 NW 14 Avenue	\$ 25,000	\$ 23,740
23	828-832 NW 15 Avenue	\$ 72,000	\$ 60,000
24	1214 NW 2 Street	\$ 47,000	\$ 36,000
26	420 NW 17 Avenue	\$ 17,500	\$ 16,200
27	420 NW 8 Avenue	\$ 53,000	\$ 40,500
28	421 NW 14 Terrace	\$ 18,500	\$ 16,950
32	510 NW 17 Avenue	\$ 17,500	\$ 16,200
34	517 NW 15 Way	\$ 18,500	\$ 16,950
35	525 NW 17 Avenue	\$ 18,500	\$ 16,950
36	539 NW 13 Avenue	\$ 26,000	\$ 23,730
37	606 NW 15 Terrace	\$ 37,000	\$ 24,750
38	624 NW 15 Avenue	\$ 41,000	\$ 30,000
39	633 NW 14 Avenue	\$ 41,000	\$ 30,000
40	638 NW 14 Way	\$ 41,000	\$ 30,000
41	641 Nw 14 Avenue	\$ 41,000	\$ 30,000
42	644 NW 12 Avenue	\$ 53,000	\$ 67,500
43	648 NW 15 Terrace	\$ 74,000	\$ 55,690
44	657 NW 21 Terrace	\$ 65,000	\$ 54,260

45	706 NW 4 Avenue	\$ 70,000	\$ 34,700
46	715 NW 15 Avenue	\$ 44,000	\$ 30,940
48	808 NW 24 Avenue	\$ 64,000	\$ 52,460
49	816 NW 16 Avenue	\$ 41,000	\$ 30,000
51	800 NW 13 Terrace	\$ 41,000	\$ 30,000
52	908 NW 16 Terrace	\$ 41,000	\$ 30,000
53	932 NW 16 Terrace	\$ 41,000	\$ 30,000
57	1216 NW 2 Street	\$ 47,000	\$ 36,000

The Property was purchased by the CRA by Quit Claim Deeds as vacant land from the City of Fort Lauderdale in 2017. Copies of Broward County Property Appraiser Information and recorded deeds for the Property are attached as **Attachment 4**. The title policy for the Property is attached as **Attachment 5**. Properties will be conveyed with marketable title. However, **No Environmental Assessments** were performed by the CRA and the Property will be conveyed in "AS IS" condition. The Developer is responsible for their own due diligence and investigations. CRA makes no other representations or warranties as to the condition or status of the property and the Developer is not relying on any other representations or warranties of the CRA or any agent of the CRA. Developer acknowledges that neither CRA nor any agent of CRA has provided any other representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past present or future, of as to, concerning or with respect to.

- (a) The nature a, quality or condition of the Property, including without limitation, the water, soil and geology;
- (b) The income to be derived from the Property;
- (c) The suitability of the property for any and all activities and uses which Developer may conduct thereon;
- (d) The compliance of or by the Property or its operation with the laws, rules, ordinances or regulations of any applicable governmental authority or body;
- (e) The habitability, merchantability or fitness for a particular purpose or the Property; or
- (f) Any other matter with respect to the Property.

Without limiting the foregoing, CRA does not and has not made and specifically disclaims any other representation or warranty regarding the presence of any hazardous substances, as hereinafter defined, at, on ,under or about the Property or the compliance or non-compliance of the Property with the laws, rules, regulations or orders regarding Hazardous Substances (collectively the "Hazardous Substance Laws"). The term "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any Hazardous Substance laws. Hazardous Substances shall also include Radon Gas. Developer further acknowledges that neither CRA nor any agent of CRA has provided any representation or warranty with

respect to the existence of asbestos or other Hazardous Substances on the Property.

3.5 Home Construction:

The construction of these residences is a "Turn Key" operation. The selected developers will be required to submit for a building permit within 90 days following execution of a Development Agreement with the CRA, and close on project financing within 3 months of execution of the Development Agreement, with commencement of construction within 3 three months thereafter and Final certificates of occupancy for all residences issued within 15 months of commencement of construction. Developer is responsible for completion of every item necessary for a homebuyer to move into their home, including coordination of connection of all utilities to the home. The Developer will be responsible for marketing these residences and contracting with homebuyers for purchase of these residences.

3.6 Standard Features and Design

The homes should have the following standard features:

3.6.1 At least two bedrooms and two baths with a minimum 1,500 square feet under air. The
CRA preference however is for homes having three to four bedrooms and more than
two baths.

3.6.2 Covered patio and porch

3.6.3 One car garage or better

3.6.4 High Efficient Central A/C system

3.6.5 Wood Cabinets

3.6.6 Double Stainless Steel Sink

3.6.7 Ceramic tile or better in entryway, kitchen and baths

3.6.8 Full appliance package including energy efficient stainless steel side by side refrigerator,
range with hood, dishwasher, microwave, garbage disposal, washer and dryer

3.6.9 Carpet in bedrooms

3.6.10 Walk in closet in master bedroom

3.6.11 Wiring for alarm system, cable, internet, phone and smoke detectors

3.6.12 Mini blinds or better

3.6.13 Energy efficient plumbing fixtures

3.6.14 R-30 insulation or better

3.6.15 Interior knockdown finish with satin paint

3.6.16 Automated in-ground sprinkler system

3.6.17 High Energy Efficient impact windows and doors

3.6.18 Better than minimum landscaping using native and drought tolerant plants.

3.6.19 Solid concrete driveway or better

3.6.20 Extended Roof Warranty

3.6.21 Builders Warranty

3.6.22 All home and site designs shall create an improved residential community appearance and enhance the existing neighborhood. Because the Project Site consist of scattered sites throughout the CRA area, the properties include various residential zoning classifications. The zoning classification of each site is listed above in Section 3.3 of the RFP along with the estimated size of each property. The

preference is the construction of detached single family homes. However, the Developer may also offer multi-family construction options such as townhomes, cluster homes, etc. for owner occupied single family occupancy where zoning permits in addition to providing detached single family homes designs. All home designs shall use an architectural style that has local significance and are compatible with the best market rate residences of comparable size and amenities in the surrounding area. The Developer shall use creativity in developing the site and building plans subject to requirements of the City's Uniform Land Development Regulations (ULDR). Developer shall provide more than one model option, the sales price of each model and a detailed list of all standard features. Since some sites are Nonconforming lots that are less than the minimum square footage or dimension requirements for the zoning classification they are located, the Developer shall also provide a model option(s) for such small building sites and confirm with the City building official whether they will comply with the ULDR requirement for building on nonconforming lots.

3.6.23 The Developer is responsible for insuring compliance with the City and other applicable codes prior to construction. It is recommended that prior to submittal of the proposed project, the applicant visit the site and the City Planning and Design office and either meet with Planning staff for a preliminary review or file an application for a review to determine the projects compliance with City's code requirements. The Developer is responsible for cost of the application and all related cost. The CRA as owner of the property will sign off on the application, as applicable to allow for such review. By doing so, it is not an endorsement of the proposed project or does not confer any rights to the Developer to the property.

3.6.24 RESERVED

3.7 Housing Buyer Preference:

There is a homebuyer preference for the following occupational categories:

3.7.1 Police officers

3.7.2 Fire Fighters

3.7.3 Teachers

3.7.4 Retirees

3.7.5 Medical Employees

3.7.6 Veterans

3.7.7 Current and Past Residents of the CRA area

3.7.8 Municipal Employees (subject to compliance with all Conflict of Interest requirements)

3.7.9 Buyers are not limited to these preferences. However, Developers are asked to target these buyers.

Notwithstanding, the Developer must comply with all Fair Housing Laws.

3.8 Purchase Assistance Programs

While the CRA is not providing purchase assistance for this Project, there may be other resources available that may be used for purchase assistance and it is the Developer's responsibility to determine the availability and requirements of these programs if they are interested. These resources may include but are not limited to the following:

3.7.1 Federal Home Loan Bank Atlanta (FHLBank Atlanta) Programs and Participating Lenders.

FHLBank Atlanta offers competitively-priced financing, community development grants, and other banking services to help member financial institutions make affordable home mortgages and provide economic development credit to neighborhoods and communities. The Bank's members – its shareholders and customers – are commercial banks, credit unions, savings institutions, community development financial institutions, and insurance companies located in Alabama, Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia, and the District of Columbia. FHLBank Atlanta is one of 11 district banks in the Federal Home Loan Bank System. Since 1990, the FHLBanks have awarded approximately \$6.2 billion in AHP funds, assisting more than 911,000 households. A summary of possible FHLBank Atlanta 2020 Homeowner Assistance Products is listed below:

- **First-time Homebuyer Product**
The First-time Homebuyer Product provides up to \$5,000 in down-payment, closing-cost, and principal reduction assistance for eligible first-time homebuyers.
- **Community Partners Product**
The Community Partners Product provides up to \$7,500 in down-payment, closing-cost, and principal reduction assistance for homebuyers who are currently employed or retired law enforcement officers, educators, firefighters, health care workers, and other first responders.
- **Veterans Purchase Product**
The Veterans Purchase Product provides up to \$7,500 in down-payment, closing-cost, and principal reduction assistance for homebuyers who are veterans or active-duty members of the U.S. military, their spouses, or their surviving spouses.
- **Returning Veterans Purchase Product**
The Returning Veterans Purchase Product provides up to \$10,000 in down-payment, closing-cost, and principal reduction assistance for homebuyers who are currently serving or have served in an overseas military intervention for any branch of the U.S. military, their spouses, or their surviving spouses.

For Additional information contact Peter E. Garuccio, Federal Home Loan Bank of Atlanta - pgaruccio@fhlbatl.com 404.888.8143 or visit their website at www.fhlbatl.com.

3.7.2 City of Fort Lauderdale Housing and Community Development Division

The City of Fort Lauderdale Housing and Community Development offers **A First Time Home Buyer/Purchase Assistance Program** for income qualifying

homebuyers. It is designed to bridge the gap between home prices and what very low and low-income homebuyers can afford. It is a no interest, deferred-forgivable, fifteen (15) year loan to assist with down payment, closing cost (including escrow items) and /or principal buy down. It provides assistance of up to \$75,000.00 for eligible properties with a selling price of no more than \$259,900.00. The loans are approved on a "first qualified, first come, first served basis" and always subject to funding availability.

For Additional information or program guidelines, contact Avis A. Wilkinson, Housing Programs Administrator at (954) 828-4513 or visit their website at [:https://www.fortlauderdale.gov/departments/city-manager-s-office/housing-and-community-development](https://www.fortlauderdale.gov/departments/city-manager-s-office/housing-and-community-development)

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** The City of Fort Lauderdale, for the benefit of the CRA, uses BidSync 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. Neither the CRA nor the City shall 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 or CRA 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 and CRA. 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 and CRA 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 CRA and the City's and CRA's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's or CRA'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 and CRA .

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

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2017), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Reference to City in this section shall also deemed to refer to and apply to the CRA.

4.1.6 PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSYNC.COM

- 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 100 pages in one complete pdf document. The proposals should be organized, divided and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

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

4.2.2 Executive Summary

Developer must submit a written development proposal with an executive summary that summarizes the key elements of the proposal and how the project is responsive to the NPF CRA Community Redevelopment Plan and the RFP.

4.2.3 Company Information

Detailed company information including at a minimum the following:

- A. Company address, phone number, fax number, E-Mail address, web site, contact person(s), federal tax Identification number (If applicable), etc. Description of the principal business and activities of the firm. Include the number of years the company has been in operation and any other names under which it operated. Whether the company qualifies as a local, minority or woman owned business (if applicable).
- B. Minority/Women (M/WBE) Participation and opportunities for employment of local residents.
- C. Background, experience and qualifications of key staff and principals.
- D. Names and addresses of general contractors and subcontractors that you plan to use for the Project and background, experience and qualifications of all members of the development team. If the Developer is anticipating homebuyers that will be seeking some form of purchase assistance, provide the name and information of the non-profit partner or bank homebuyer program that will provide homebuyer counseling and other services required under such programs.
- E. Proposed partnership/ownership and management structure of the Proposer. Indicate business structure, corporation, partnership, limited liability company or other entity. Firm should be registered as a legal entity in the State of Florida; Provide a copy of the firms certificate of incorporation (if applicable). Proof that the Proposer is licensed in the State of Florida and Broward County.
- F. Relative size of the proposer, including management, technical and support staff, licenses and any other pertinent information shall be submitted.
- G. Proposed initiatives to provide employment opportunities to local residents (if applicable)
- H. References from vendors and /or companies doing business with your firm. 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

- I. Detailed company experience including a list of and description of similar projects successfully completed. Indicate the firm's number of years of experience in providing the development services as it relates to the work contemplated. Provide details of past projects for agencies of similar size and scope successfully completed including information on your firm's ability to meet time and budget requirements.
- J. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Provide examples of projects completed demonstrating same and completed projects that achieved LEED or other industry recognized sustainability and energy efficiency building certifications

4.2.4 Reserved

4.2.5 Financial Information

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

B. Comprehensive financial pro-forma for the proposed project including detailed development cost and a source and use statement identifying all hard and soft costs, cost of construction, projected income, debt service, square foot costs and developers profit. Describe the ability to finance the project, funding sources, the amount of finance to be requested, application and deadlines. Provide a proposed Financing plan describing all proposed sources of financing, probable conditions, equity injections, financial capacity of the Developer including proof of adequate line-of-credit or access to funds for construction of multiple units during the same time period, funding commitments, type of security for completion of development, guarantees and bonding capacity.

4.2.6 Project Plans and Information

- A. A schematic proposed typical Site Plan for each unit type
- B. Typical Landscape plan and a summary of how the landscape plan exceeds minimum requirements.
- C. Floor plan for each unit type and model proposed
- D. Detailed description of type of construction (CBS, Steel, Pre Fab, Modular, Etc.)
- E. Two (2) front elevations per floor plan.
- F. Front, side and rear elevations for each floor plan.
- G. List of amenities/standard material features with prices for each standard model.
- H. List of optional materials and features with itemized price list.
- I. Detailed list of all sustainable and energy efficiency features and whether the residences will qualify for Leadership in Energy and Environmental Design (LEED)

Certification by USGBC (US Green Building Council) or other industry recognized sustainability and energy efficiency building certifications.

- J. Copy of Builders Home Warranty.
- K. Proposed ownership and/or management structure of the proposed project.
- L. Narrative Marketing Plan providing a detailed description on how the Developer intends to market the residences.
- M. A projected Timetable for Development indicating the major milestones and activities that will take place through project completion. It is the desire of the CRA to have the project completed without delays and in a timely manner.
- N. Graphic perspective/views that realistically depict the project at street level.
- O. On parcels where the zoning permits more than one unit, please state if you propose housing types in addition to single Family detached home, and if so, what type of housing do you propose (ie townhouse, etc., where permitted by zoning) and provide Project Plans and above requested information under this Section 4.2.6 for that housing type.
- P. On parcels that are non-conforming lots, provide Project Plans and above requested information under this Section 4.2.6 Article for that housing type.

4.2.7 Homebuyer Information

- A. Letters of intent or Contracts to Purchase from prospective home buyers (If Applicable). Homebuyers cannot be related to the general contractor or Developer.
- B. Housing Buyer Preference categories to be targeted by the Developer.

4.2.8 Minority/Women (M/WBE) Participation

If your Proposer 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 Proposer is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting MBE/WBE procurement goals under Florida Statutes 287.09451.

4.2.9 Subcontractors (Not applicable)

4.2.10 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Non-Collusion Statement

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

C. Local Business Preference (LBP)

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

D. Non Discrimination Certification Form

This form must be completed and inserted in this section.

E. 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.

4.2.11 All proposal submissions and material become the property of the City and CRA public record and shall not be returned.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Intent

It is the intent of the CRA to select Developers who submit a development proposal that:

- 5.1.1 Are in the best interest and in furtherance of the purposes of the Community Redevelopment Plan and is most responsive to the RFP. The proposals will be reviewed by CRA staff for completeness. CRA staff has the right to reject any and all proposals and has the right to determine if material/information submitted is acceptable or if information not submitted allows the proposal to be deemed sufficient. Proposals that do not include all the information and materials requested may be deemed non-responsive.
- 5.1.2 Demonstrates the financial capacity and development experience, qualifications and ability best suited to carry out the proposal.
- 5.1.3 Demonstrates quality design, construction and features, with a focus on energy efficiency and sustainability.
- 5.1.4 Is affordable and reflects a sales price that provides maximum benefit of zero land cost to the homebuyer

5.2 Evaluation Procedure

5.2.1 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/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at:

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

5.2.2 Evaluation of Proposals

Evaluation of proposals will be conducted by an Evaluation Committee, consisting of minimum of three members of Northwest Progresso Flagler Heights (NPF) CRA Advisory Board, and/or other persons selected by the Executive Director of the CRA or his designee. All committee members must be present at scheduled evaluation meetings.

- 5.2.3 The Committee may short list Proposals, 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. Proposals shall be evaluated based upon the information and references contained in the responses as submitted. The Evaluation Committee shall then re-score and re-rank the short listed Proposers in accordance with the weighted criteria.

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

- 5.2.5 The CRA staff will review the proposals for completeness and the Evaluation Committee will bring recommendations to the CRA board of Commissioners (CRA Board) for consideration of award and authorization to enter into a Development Agreement and Purchase and Sale Agreements. Additional presentations may be required before the full membership of the Northwest

Progresso Flagler Heights (NPF) CRA Advisory Board for their review and recommendation to the CRA Board. The Developer of the top ranked proposal(s) so selected by the CRA Board will have the right to negotiate directly with the Executive Director of the CRA or his designee for the purpose of entering into a Development Agreement and Purchase and Sale Agreements with the CRA. The CRA reserves the right to terminate negotiations and then negotiate with the next ranked Developer(s) if satisfactory progress toward an agreement is not being achieved. The selected Developer(s) will be required to enter into a Development Agreement with the CRA that may include, but not be limited to restrictions on use and structures, conditions for conveyance of property by the CRA, insurance, indemnification, guarantees for completion of project and other conditions that are in the best interest of the public and the CRA. The CRA Board also reserves the right to reject all proposals.

5.3 Evaluation Criteria

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

5.3.2 Weighted Criteria

Is in the Best Interest and Furtherance of the CRA Redevelopment Plan, and Most Responsive to the Requirements of the RFP.	20%
Design, Construction and Features.	25%
Development Experience, Financial Capacity and Ability Best Suited to Carry Out the Proposal	35%
Home Sales Price/Affordability	20%
TOTAL PERCENT AVAILABLE:	100%

5.4 Contract Award

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

*END OF
SECTION*