

**CITY OF TAMPA**

**REQUEST FOR QUALIFICATIONS/PROPOSALS  
DUE September 10, 2009- 4:30 PM**



**FISCAL YEAR 2009/PROGRAM YEAR 2008**

**Application Form and Program Guidelines**

***Neighborhood Stabilization Program  
Homeownership Program - Acquisition/Rehabilitation  
Old West Tampa***

Purchasing Division  
306 East Jackson Street  
Tampa, FL 33602  
(813) 274-8351

**Table of Contents**

I. Purpose of NSP Funds .....	3
II. NSP Eligibility - National Objectives....	4
III. Criteria for Evaluation .....	5
IV. General Requirements .....	6
V. Income Limits for the NSP Homeownership Program .....	12
VI. NSP Target Neighborhood .....	13
NSP Application and Instructions.....	14
Forms .....	21
Conflict of Interest Statement.....	32
Bidder Affirmation and Declaration.....	40
Frequently Asked Questions (FAQ).....	43

**TENTATIVE TIMELINE\*\*\*\*\*All dates are subject to change.**

March 16, 2009	Grant Agreement with City and HUD executed
August 10, 2009	Request for Qualifications/Request for Proposal Issued (Homeownership Program)
August 26, 2009	RFQ/RFP Pre-Qualification Workshop ( <b>Attendance Recommended</b> )
September 10, 2009	RFQ/RFP for NSP Homeownership Program Submission Deadline
September 2009	RFQ/RFP Reviews, Interviews, and Recommendations
September 2009	Applicants Notified of Recommendation to serve as Housing Partners

## General Program and Guidance

### I. PURPOSE OF NSP FUNDS

Foreclosed or abandoned properties, vacant for 90 days, will be acquired and rehabilitated, then made available for homeownership to households earning at or below 120% Area Median Income (AMI). All housing acquired and rehabilitated through this program must meet all local building codes (including the Florida Building Code), Housing and Community Development Division Rehabilitation Standards, the West Tampa Overlay District Development Design Standards (if property is located within the overlay district) and ordinances pertaining to providing housing that is decent, safe, sanitary and fit for habitation.

The City will allow and pay for fees that are normal and customary as part of the construction or rehabilitation process. Construction management fees and other soft and project-related costs associated with new construction, rehabilitation and property management during the marketing period shall be considered “Program Delivery” costs and will be charged to the individual projects assisted. Such costs/fees will be included in all written agreements for NSP funding. Developer fees shall not exceed 12% of Total Project costs and will be negotiated on a case by case basis. Real Estate fees will not exceed 6% of the sale price for each house, paid at closing. Real Estate fees during the acquisition process will be the cost of the Sellers. The City will not pay real estate commissions.

*Additional funding is available to properties in the West Tampa National Register Historic District through the Interstate Historic Preservation Trust Fund. Up to \$15,000 per property will be available as a deferred payment loan. The deferred payment loan shall be re-paid by the eligible home buyer as part of the City’s Down Payment Assistance program if the property is re-sold.*

*Interstate Historic Preservation Trust Fund funding pertains to interior or exterior restoration, rehabilitation, or reconstruction of architectural details and must be consistent with the Secretary of the Interiors Standards for Rehabilitation. Eligible properties are required to be at least 75 years or older. Review and approval by the Historic Preservation & Urban Design Manager is required. Funds will be available to cover those costs needed to bring the property from Code to Historic Appropriateness.*

### Acquisition Process

Once the Successful Proposers (Housing Partners) have identified foreclosed or abandoned properties in the NSP Target Neighborhood, the City’s Real Estate Division will evaluate each property to determine if the acquisition is feasible. The Housing Partners will work with local lenders and mortgage holders to acquire the identified properties. City Staff will obtain all appraisals, surveys, environmental reports and title searches and assist in these negotiations to obtain the maximum reasonable discount for each property.

Except as set forth below, the minimum purchase discount for all properties purchased with NSP funds during the 18-month grant commitment period shall be at least 1 (one) percent. The City will determine the maximum reasonable discount for each purchase transaction with a discount equivalent to the total carrying costs that would be incurred by the seller if the property were not purchased with NSP funds. This methodology shall provide for an analysis of the estimated holding period for the property and the nature and amount of the carrying costs of holding the property for this period. The City will approve all acquisition transactions.

The City will provide NSP funding at 0% interest for approved Housing Partners to acquire and rehabilitate residential single-family (attached or detached) units for home ownership. Simultaneously with closing, the City will require that each Housing Partner execute mortgage documents with the City for NSP funded amounts. Single family housing units funded under this activity will be secured with a deferred payment

loan mortgage and note recorded on each property at the time of closing. The City will limit the number of properties that any Housing Partner can obtain based on its organizational and financial capacity.

Failure to sell homes purchased and rehabilitated with NSP funds in a timely manner may result in the Housing Partner being responsible for all further carrying costs. The City will pay a developer fee not to exceed 12% of total project costs as negotiated on a case by case basis when the house is sold.

Prospective homebuyers are required to complete City and HUD approved homebuyer counseling before obtaining a mortgage loan. Buyers must obtain a first mortgage from a City approved lender. The City will provide mortgage assistance, secured by a 0% deferred payment second mortgage and note, if needed. All properties shall remain under ownership of the original qualified homeowner for the maximum affordability period. The City will monitor properties for the entire affordability period. If there is a change in ownership or the house is refinanced before the affordability period expires, the City will have to be repaid by the homeowner for the mortgage assistance provided with NSP funding. All income received from the sale of assisted units will be recaptured by the City as Program Income and recycled for eligible NSP activities and subject to HUD review and approval as required. Housing Partners will be required to sign a Land Use Restriction Agreement (LURA) at the initial closing for each property.

## **HOUSING PARTNER AGREEMENT INFORMATION**

**A contract approved by City Council will be issued to each selected Housing Partner identifying the general scope and intent of each award.**

Housing Partners will be expected to execute an agreement with the City of Tampa to include the land use restrictions, mortgage and notes, and funding award agreements that will include a scope of services, supporting budget, and monitoring requirements. The scope of services shall specify eligible activities to be conducted by the organization, identifying goals, performance measures and outcomes. The Agreement will outline the City's expectations for the Housing Partner's reporting of their goals and outcomes on a quarterly and annual basis. The Housing Partner must submit various documents including but not limited to the following:

- Permits
- Rehabilitation Plans and Specifications
- Agreements with Real Estate firms for marketing

### **Minimum Affordability Period**

The City will use the minimum affordability period of the federal HOME Investment Partnership Program, 24 CFR 92.252(a), (c), (e) and (f), and 92.254. Homeowners will have a deferred payment mortgage placed on the home they purchase at close based on the amount of NSP funding invested into the property. The City will annually monitor these periods of affordability for income compliance and Housing Quality Standards. The minimum affordability period is listed below:

- Up to \$15,000 = 5 Years
- \$15,001 - \$40,000 = 10 Years
- Over \$40,000 = 15 Years
- New Construction = 20 Years

## **II. NSP ELIGIBILITY- NATIONAL OBJECTIVES**

In order to be eligible for assistance, activities must meet the following national objective:

To primarily benefit low to middle-income persons. The project must have a direct impact on selected census tracts with not less than 51% concentrations of low and moderate-income residents at or below 120% Area Median Income. (As defined by HERA 2008)

**ELIGIBLE NSP ACTIVITIES for Homeownership Programs**

- **Acquisition** of real property that has been abandoned or foreclosed (And vacant for 90 days);
- **Disposition** of real property acquired with NSP funds;
- **Deconstruction, which** is the selective and systematic dismantlement of a building and building components specifically for re-use, recycling, and waste management, with the purpose of recovering valuable materials for reuse in construction, renovation or manufacturing into new building products, primarily wood;
- **Rehabilitation and Preservation** activities for NSP eligible properties including code enforcement, and historic preservation.

**INELIGIBLE ACTIVITIES**

- Funds spent on buildings for the general conduct of government,
- Purchase of equipment is generally ineligible.
- Furnishings and personal property are generally ineligible.
- Maintenance and operating expenses without providing a service is ineligible.
- Acquisition of property not Foreclosed or Abandoned (vacant for 90 days)

**III. CRITERIA FOR EVALUATION**

Proposals for the NSP Homeownership Program will be evaluated and selected based on the following criteria and point system. Minimum score to be considered for funding is 90 points. An Evaluation Committee will review and evaluate all qualification packages submitted in response to this RFQ/RFP. The Committee shall conduct an evaluation of all submittals on the basis of the information provided and other evaluation criteria as set forth in this RFQ/RFP. All submittals will be ranked by the criteria provided in this RFQ/RFP, including the following:

CRITERIA	MAXIMUM POINTS
<b>Demonstrated Experience and Capacity</b>	<b>30</b>
<b>Project Description</b>	<b>10</b>
<b>Sustainability Practices</b>	<b>10</b>
<b>Financial Feasibility</b>	<b>15</b>
<b>Readiness to Implement</b>	<b>20</b>
<b>Budget</b>	<b>10</b>
<b>Leveraging</b>	<b>5</b>
<b>Job Retention/Job Creation</b>	<b>10</b>
<b>Woman/Minority Business Enterprise or Small Local Business Enterprise</b>	<b>5</b>
<b>TOTAL POINTS</b>	<b>115</b>

\*Consolidated Plan Priorities can be found at [www.tampagov.net/dept\\_housing\\_and\\_community\\_development](http://www.tampagov.net/dept_housing_and_community_development).

To ensure fair consideration for all entities, the City prohibits proposers to communicate with any department or employee during the submission process. Questions relative to the interpretation of specifications or the

process in regard to this RFQ/RFP should be referred to: **Sharon M. West, Housing and Community Development Manager**. Questions shall be submitted in writing or by email to [sharon.west@tampagov.net](mailto:sharon.west@tampagov.net).

Additionally, the City prohibits communications initiated by an entity with any City official or employee evaluating or considering the submittals prior to the time an award decision has been made, except as initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the submittal. Communications so initiated by an entity may be grounds for disqualifying the offending entity from consideration for qualification.

Failure to comply with mandatory requirements may disqualify a submittal. The City reserves the following rights to:

- Conduct pre-award discussion or pre-award negotiations with any or all responsive and responsible entities who submit qualifications determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations prior to selection; and make investigations of the qualifications as it deems appropriate, including, but not limited to, a background investigation conducted by the Tampa Police Department or any other law enforcement agency.
- Request that the entity(s) modify their submittal to more fully meet the needs of the City or to furnish additional information as the City may reasonably require.
- Accord fair and equal treatment with respect to opportunity for discussions and revisions of submittals. Such revisions may be permitted after submission and prior to award.
- Negotiate modifications that it deems acceptable, waive minor irregularities in the procedures, and reject any and all submittals.
- Process the selection of the successful proposer(s) without further discussion.
- Waive irregularity in any submittal, or reject any and all submittals, should it be deemed in its best interest to do so. The City shall be the sole judge of the entity's qualifications and reserves the right to verify all information submitted.
- Perform site visits to existing facilities or potential sites for acquisition.

**Basis of Qualification.** The City of Tampa reserves the right to select as many Housing Partners as it deems fit, which qualify, based on experience, qualifications and ability to perform.

**Qualification Term.** The period of each contract shall be determined once sites are identified and scope of work is determined for each property. Sites must be identified and acquired within 9 months of acceptance as a Housing Partner. Rehabilitation on each property must be completed within 120 days of acquisition. All NSP funds must be disbursed within 36 months of contract execution. All projects will be monitored throughout the acquisition/construction process to ensure compliance with federal regulations. Projects will then be monitored for the entire affordability period for compliance.

**Assignment.** No Housing Partner shall assign their submittal or any rights or obligations there under without the written consent of the City. In the event of such approved assignment, the Housing Partner agrees to

provide the City with written documentation relative to the assignees ability to fulfill the contract, per the original agreement.

#### **IV. GENERAL REQUIREMENTS**

**Once an award is made, the City of Tampa requires the following from each entity:**

**NSP Agreement:** Housing Partners approved for funding will be required to sign an agreement with the City in order to insure compliance with the appropriate program regulations. Funds shall not be obligated until the agreement is accepted and signed by all parties and approved by City Council and Mayor.

**Competitive Bids:** Any Housing Partner applying for 8 or more properties must competitively bid all construction contracts and follow Davis Bacon and Labor standards as required by HUD.

**Leveraged Funds:** If the applicant wants to demonstrate that NSP funds will be leveraged with other federal, state, local, or private sources it must be indicated in their project budget. Leveraged resources identified in the budget must be available during the project period but are not required for NSP funding approval.

**Readiness:** Projects must display evidence of readiness to proceed (i.e. property identified, and financial commitments in place). Matching funding, if applicable, should be in place and all other requirements met prior to submission of this application. Applicants should identify specific items needed to carry out each project. NSP funds must be spent within the specified amount of time determined for each project and in accordance with the NSP requirements.

**Indemnification:** All Housing Partners and team members approved for funding must agree to defend, indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, demands, damages, losses and expenses, including attorneys' fees, original and on appeal, arising out of, or related in any way to the performance of the agreement.

**Insurance:** For-profit organizations and individuals as developers, public or private non-profit and any partner or team member approved for funding will be required to obtain the following insurance coverage (if applicable), each of which shall contain a provision which forbids any cancellation, changes or material alterations without prior notice to the City at least thirty (30) days in advance. The insurance coverage shall be evidenced by an original Certificate of Insurance provided to the City prior to the execution of the agreement. The required insurance is as follows:

- a. Commercial General Liability Insurance - shall be written on Insurance Services Office (ISO) form or its equivalent form to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, and contractual liability. The minimum bodily injury and property damage liability limit shall be \$1,000,000 each occurrence and a \$2,000,000 general aggregate. This insurance shall not exclude coverage for sexual molestation.
- b. Automobile Liability Insurance - shall be maintained in accordance with the laws of the State of Florida as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles used. For Agreements with less than \$100,000 in total grant funds, the minimum limit shall be \$500,000 combined single limit for bodily injury and property. The minimum limit for Agreements with \$100,000 or more of a NSP award allocated shall be \$1,000,000 combined single limit for bodily injury and property.

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- c. Workers' Compensation/Liability Insurance - shall cover all employees engaged in work for the agency in accordance with the laws of the State of Florida. The minimum employer's liability limit shall be \$1,000,000 each employee, \$1,000,000 aggregate, and \$1,000,000 each accident.
  - d. Professional Liability Insurance - shall cover any act or omission in rendering of professional services pursuant to the contract and the insurance coverage shall be in the amount of no less than \$1,000,000 per claim/incident.
  - e. Homeowners must provide hazard insurance at close naming the City of Tampa as additional insured.

**Program Monitoring.** Applicants approved for funding will be required to maintain and submit adequate information necessary to monitor program accountability and progress in accordance with the terms and conditions of the agreement.

**Audited Statement and IRS Form.** Applicants must submit the most current audited financial statements provided by an independent auditor and the most recent IRS Tax Form 990T with this application.

**Notification.** All applicants will be notified in September 2009 of recommendations. Receipt of an award letter is not a guarantee of funding and will specify the requirements of the award.

**RFQ/RFP Due Date.** Sealed RFQ/RFP's (**one original, three complete copies**) will be received no later than the date and time indicated on page one of this document. Submittals will not be accepted after this time. The City reserves the right to seek new RFQ/RFP's when such is in the best interest of the City.

**RFQ/RFP Workshop.** Attendance at the workshop is highly recommended for anyone interested in applying for NSP funding through this process.

**Addenda and Amendment to RFQ/RFP.** If it becomes necessary to revise or amend any part of this RFQ/RFP, the City will furnish a revision by written Addendum and will post the information on the City's website.

**Florida Public Records Law.** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by other applicable State and Federal Laws, all entities should be aware that the RFQ/RFP and the responses thereto are in the public domain and are available for public inspection. The entities are requested, however, to identify specifically any information contained in their submittals which they consider confidential or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All submittals received in response to this RFQ/RFP will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the award will become the exclusive property of the City.

**City of Tampa Ethics Code.** The entity shall comply with all applicable governmental and City rules and regulations including the City's Ethics Code, which is available on the City's Website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522)

Moreover, each entity responding to this RFQ/RFP acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any contract or obligation entered into with the City, or from having any direct or indirect financial interest in

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effecting any such contract or obligation. The Contractor shall ensure that no City employee receives any such benefit or interest as a result of the award of this RFQ/RFP. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d))

Please note that the City's Ethics Code may be accessed on the Internet by utilizing the web link [http://www.tampagov.net/appl\\_Message\\_Center/external.asp?strServiceID=246](http://www.tampagov.net/appl_Message_Center/external.asp?strServiceID=246)

**Conflict of Interest Statement/Procurement Policy.** Applicants must submit the attached conflict of interest statement along with a current Procurement Policy approved by each partnering organization and must sign the attached certification.

**Hold Harmless.** Successful proposer(s) shall agree to release, indemnify and hold harmless the City of Tampa from and against any and all liabilities, claims, suits, damages, charges or expenses (including attorneys' fees, whether at trial or appeal) which the City may suffer, sustain, incur or in any way be subjected to by reason of or as a result of any act, negligence or omission on the part of the Successful Proposal(s), its agent or employees, in the execution or performance of the obligations assumed under, or incidental to, the contract into which the Successful entity(s) and the City will enter, except when caused solely by the fault, failure or negligence of the City, its agents or employees.

**Incurred Expenses.** The City is not responsible for any expenses which entities may incur in the preparation of submittals requested by this RFQ/RFP, including but not limited to, costs associated with travel, accommodations, interviews or presentations.

**Compliance with Applicable Laws, Rules, and Regulations for HUD Programs.** Applicants who are awarded funding must act in accordance with all relative laws, rules, and regulations. This includes, but is not limited to, the following.

- **24 CFR Part 570, as amended** – The regulations governing the Community Development Block Grant Program
- **24 CFR Part 1 and 6, Public Law 90-284, Fair Housing Act** - The regulations issued following Title VI of the 1964 Civil Rights Act and **Section 109** of the 1975 Housing and Community Development Act that prohibits discrimination in HUD programs based on sex, race, color, national origin, and religion and administer all programs and activities in a manner to affirmatively further the policies of the Fair Housing Act.
- **24 CFR Part 107 and 108** - The regulations issued following Executive Order 11063 and Executive Order 12892 which prohibits discrimination and promotes equal opportunity in housing.
- **Section 504 of the Rehabilitation Act of 1973, 24 CFR Part 40 and 41** - The regulations that sets forth policies and procedures for the enforcement of standards and requirements for handicap accessibility. The Architectural Barriers Act of 1968 and the American with Disabilities Act provide additional laws on accessibility and civil rights to individuals with disabilities.
- **Age Discrimination Act of 1975 (42 U.S.C. 6101)** - The regulations that prohibit discrimination on the basis of age.
- **29 CFR Parts 3 and 5** – The regulations on labor standard provisions that include the payment of prevailing wages on federally assisted projects as mandated by the Davis-Bacon Act and Contract Work Hours and Safety Standards Act. **24 CFR Part 70** provides information on the use of volunteers.

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- **Copeland "Anti-Kickback" Act** (18 U.S.C. 874 and 40 U.S.C. 276c) – The regulations on contracts for construction or repair awarded by subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.
  - **24 CFR Part 58** - The regulations prescribing the Environmental Review procedure under the National Environmental Policy Act of 1969.
  - **National Flood Insurance Act of 1968, 24 CFR Part 55 under Executive Order 11988** – The regulations for proposed projects and properties located in a floodplain.
  - **36 CFR Part 800** - The regulations outlining the procedures for the protection of historic and cultural properties.
  - **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** - These policies provide for displacement, relocation assistance, and real property acquisition as defined by 42 U.S.C. 4601 (URA) (42 U.S.C. 4601), and implementing regulations issued by the Department of Transportation at 49 CFR part 24 and section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)).
  - **24 CFR Part 7 and 41 CFR Part 60** equal employment opportunity without regard to race sex, color, religion, age, national origin, and disability in federally assisted construction contracts.
  - **24 CFR 135** - Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968 providing for economic opportunities for low and very low local residents. All projects funded with NSP funds must comply with Section 3 of the Housing and Urban Development Act of 1968, revised, requiring that to the greatest extent feasible opportunities for training and employment be given to low and moderate-income persons residing within the City of Tampa, and that contracts or work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the City of Tampa. Special documentation is required for funding over \$100,000.
  - **Residential Lead Based Paint Hazard Reduction Act of 1992** – The regulations implemented by 24 CFR Part 35, Subpart B imposes certain requirements on disclosure of lead based paint hazards. Any construction or rehabilitation of residential structures shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all NSP-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

Lead Paint Hazards: Housing Partner will comply with HUD's key requirements for rehabilitation projects up to \$20,000 per unit. The Housing Partner will perform all housing rehabilitation activities in compliance with the Lead Safe Housing Rule, 24 CFR 35, unless the property was constructed on or after January 1, 1978 or for any rehabilitation that does not disturb a painted surface. For rehabilitation activity on pre-1978 units that disturbs a painted surface, the following provisions shall apply:

Paint testing. The Housing Partner shall either perform paint testing on the painted surfaces to be disturbed or replaced during rehabilitation activities, or presume that all these painted surfaces are coated with lead-based paint.

Residential property receiving an average of up to and including \$5,000 per unit in Federal rehabilitation assistance. (1) Conduct paint testing or presume the presence of lead-based paint. If paint testing indicates that the painted surfaces are not coated with lead-based paint, safe work practices and clearance are not required. (2) Implement safe work practices during rehabilitation work in accordance with Sec. 35.1350 and repair any paint that is disturbed. (3) After completion of any rehabilitation disturbing painted surfaces, perform a clearance examination of the worksite(s) in accordance with Sec. 35.1340. Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than that set forth in Sec. 35.1350(d).

Residential property receiving an average of more than \$5,000 and up to and including \$25,000 per unit in Federal rehabilitation assistance. (1) Conduct paint testing or presume the presence of lead-based paint. (2) Perform a risk assessment in the dwelling units receiving Federal assistance, in common areas servicing those units, and exterior painted surfaces, in accordance with Sec. 35.1320(b), before rehabilitation begins. (3) Perform interim controls in accordance with Sec. 35.1330 of all lead-based paint hazards identified. (4) Implement safe work practices during rehabilitation work in accordance with Sec. 35.1350 and repair any paint that is disturbed and is known or presumed to be lead-based paint.

Communication with residents. The Housing Partner must ensure that residents receive the following communications: (1) the resident must receive a Lead Hazard Information Pamphlet prior to any renovation work; (2) within 15 days of an evaluation or presumption, the resident must receive a Notice of Lead Hazard Evaluation or Presumption; and (3) within 15 days of the completion of lead hazard reduction work, the resident must receive a Notice of Lead Hazard Reduction.

- **24 CFR Part 24** - The regulations that prohibit use of debarred or suspended contractors on federally assisted projects and Drug Free Workplace requirements; issued according to Executive Order 12459.
- **24 CFR Part 84 and OMB Circular A-110** - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Non-Profit Organizations. These regulations include the Conflict of Interest provision under 24 CFR 84.42 and 570 as it applies to procurement.
- **OMB Circular A-122** –The regulations that identify cost principals for nonprofits.
- **OMB Circular A-133** – The regulations concerning annual audits.
- **24 CFR Part 49** – The regulations on eligibility restrictions for certain resident aliens.
- **24 CFR Part 87 and Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - The regulations for restrictions on lobbying and required certifications.
- **Executive Order 13170** - The regulations on increasing opportunities and access for Disadvantaged Businesses.
- **HUD requirements** – All other required reports, circulars, and procedures when applicable.
- **Administrative Procedures** – The rules issued by the City of Tampa in relation to process and procedures.

- **Clean Air Act (42 U.S.C. 7401) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)** - The regulations and provision that requires compliance with all applicable standards, orders, or regulations issued following the rule.
- **ADA Compliance.** The Housing Partner shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (All local, state and federal codes shall apply). These regulations govern the availability of housing with accommodations for handicapped individuals.
- **Women and Minority Business Enterprises (W/MBE) Participation.** The requirements of Executive Orders 11625, 12432, 12138 and 24 CFR 85.36(e) applies to grants under this part. Consistent with HUD's responsibilities under these Orders and with the City's Ordinance No. 2008-89, the Lead Entity must make efforts to promote the use of minority and women's business enterprises in connection with funded activities. The City of Tampa administers a Women/Minority Business Enterprise (W/MBE) Program to promote the inclusion of W/MBE Companies in procurement solicitations and contract awards. Thus, the City is actively promoting participation in this project by City Certified W/MBE Companies. To obtain a list of the City's Certified W/MBE Companies, visit the City's website at: [www.tampagov.net](http://www.tampagov.net), select Purchasing Department, from the menu select Minority Business Development and select Publications. W/MBE Certified Companies directories are listed by Type of Services and by Company Names. If you need further assistance, please contact Minority Business Development office at (813) 274-5522.
- **Small Local Business Enterprise (SLBE) Participation.** In an effort to promote increased opportunities for Small Local Business Enterprise (SLBE) participation, the City actively solicits the participation of City certified firms in the performance of contracts. To obtain a list of the City's Certified SLBE Companies, visit the City's website at: [www.tampagov.net](http://www.tampagov.net), select Purchasing Department, from the menu select Minority Business Development and select Publications. SLBE Certified Companies directories are listed by Type of Services and by Company Names. If you need further assistance, please contact the Minority Business Development Office at (813) 274-5522.
- **WMBE & SLBE Evaluation Points.** There shall be up to five (5) points given under the evaluation process for proposals from City of Tampa certified W/MBE or SLBE firms as well as for proposals that provide subcontracting opportunities for City of Tampa certified W/MBE or SLBE firms. In either case, the Proposer or subcontractor must be W/MBE or SLBE certified prior to the opening date and time of the RFP. As proof of certification, include copies of all W/MBE or SLBE certificates in the proposal. **SEE ATTACHMENT: SUBCONTRACTING FORMS AND PAYMENT FORMS** as an attachment to this RFQ/RFP. The **“Schedule of All Sub (Contractors/Consultants/Suppliers) Solicited”** and the **“Schedule of Sub (Contractors/Consultants/Suppliers) to be Utilized”** forms shall be submitted with your Proposal.

## V. INCOME LIMITS FOR THE NSP HOMEOWNERSHIP PROGRAM

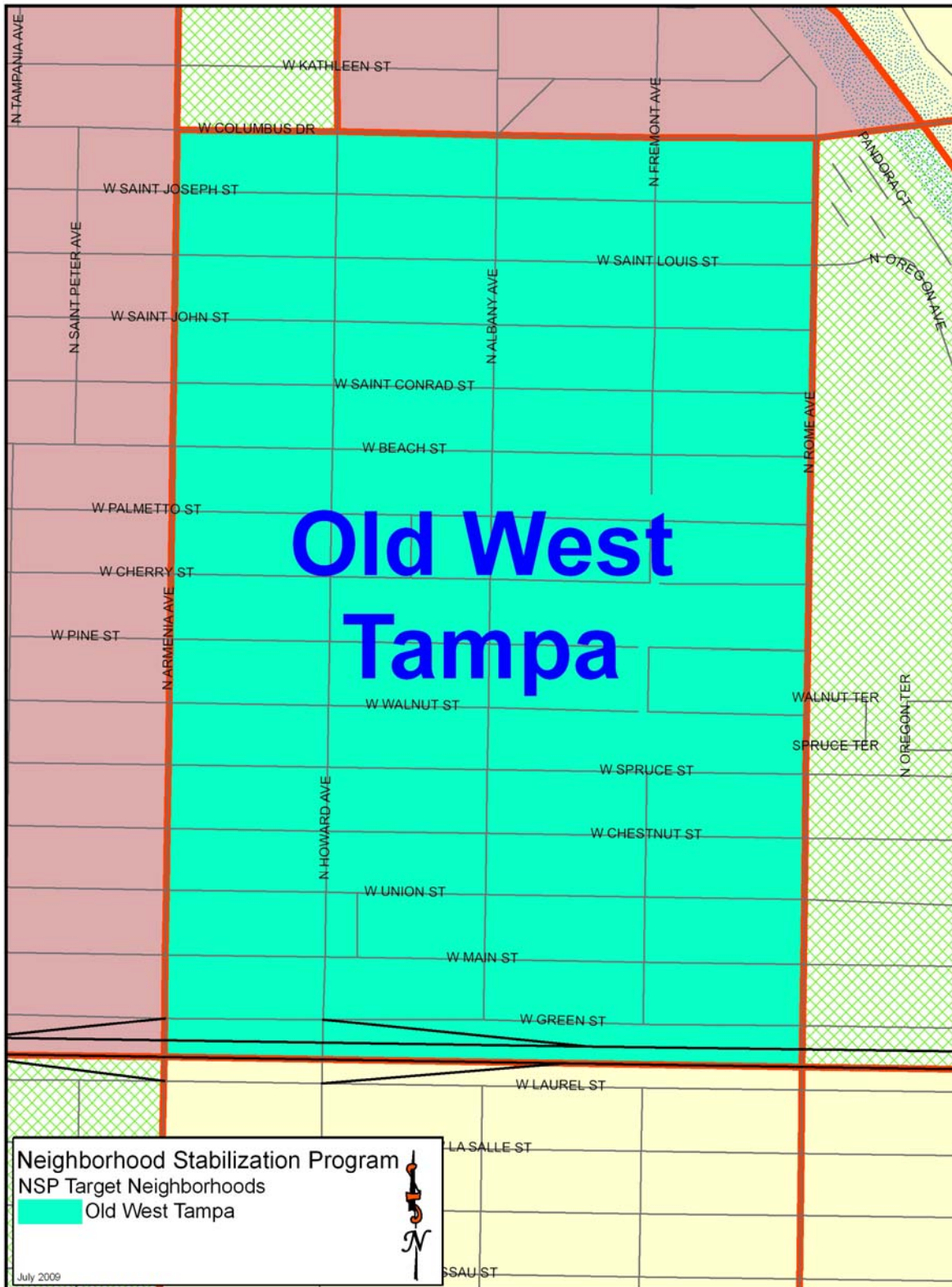
The Federal HUD 2009 income limits are provided below. The current Income Limit schedule will be provided by the City on an annual basis.

<b>FEDERAL HUD INCOME LIMITS</b>				
<b>HOUSEHOLD SIZE</b>	1 Person	2 Persons	3 Persons	4 Persons
MODERATE INCOME (120%)	49,680.00	56,880.00	63,960.00	71,040.00
<b>FEDERAL HUD INCOME LIMITS</b>				
<b>HOUSEHOLD SIZE</b>	5 Persons	6 Persons	7 Persons	8 Persons
MODERATE INCOME (120%)	76,680.00	82,440.00	88,080.00	93,720.00

\*When the project is funded beyond 2009, a current Income Limits Table will be provided as required.

**VI. NSP TARGET NEIGHBORHOOD**

The map below illustrates the City of Tampa’s NSP Target Neighborhood for the NSP Homeownership Program. Homeownership activity will only take place in the Old West Tampa neighborhood.



**NSP Application and Instructions****A. General Instructions**

Sealed RFQ/RFP's for, **NEIGHBORHOOD STABILIZATION HOMEOWNERSHIP PROGRAM** will be received by the Purchasing Division, City of Tampa, until **September 10, 2009 at 4:30 PM.**

A **pre-qualification conference workshop** will be held on **August 26, 2009 at 11:00 AM** at Centro Espanol West Tampa (Tampa Museum of Art) , 2306 N. Howard Avenue, Tampa, FL 33606. The purpose of this conference is to answer questions that may arise from these submittal documents. If you are unable to attend the pre-qualification conference, questions must be submitted to Sharon West via fax within 24 hours of the conference. **Attached are important instructions and specifications regarding responses to this Request for Qualifications. Failure to follow these instructions could result in the Entity's disqualification.**

Questions regarding this RFQ/RFP should be referred to: **Sharon M. West, Housing and Community Development Manager.** Questions shall be submitted in writing or by email to [sharon.west@tampagov.net](mailto:sharon.west@tampagov.net).

Submission of qualification responses by mail, hand delivery or express mail must be in a sealed envelope with the Entity's name and return address indicated. Type or print the RFQ/RFP Title on the carrier envelope. **Submittals may be mailed, express mailed or hand delivered by September 10, 2009 by 4:30 PM to:**

**Purchasing Division  
306 E. Jackson St.  
Tampa, Florida 33602**

**APPLICATIONS MUST BE RECEIVED BY 4:30 P.M. on September 10, 2009.** The application must be **typed**. The original shall have signatures in **blue ink**. Incomplete applications or applications submitted after the published deadline will not be considered. Applicants requiring additional proposal forms or information regarding the regulations governing the Neighborhood Stabilization Program should contact Israel Segarra at [Israel.Segarra@tampagov.net](mailto:Israel.Segarra@tampagov.net).

Once submitted, no proposal may be amended, unless the amendment has been requested by the City. The City, at its sole and absolute discretion, with or without cause, and without liability of any kind to any applicant, reserves the right to accept or reject any or all proposals either in whole or in part, waive any informalities or irregularities of any proposals, cancel this RFQ/RFP at any time or take any action in the best interest of the City. The City's decision in all matters shall be final. The City reserves the right to contact an applicant if additional information is required.

**B. Proposal Content**

- Keep responses to questions brief and concise.
- All forms need to be submitted in a typed format. Paperclip all documents (no binding).
- Each proposal should be submitted with one original and three copies of the application only.
- Proposals must follow established outline, instructions and be submitted in the order provided on the checklist.
- If your organization is submitting more than one application, please prioritize each project by numbering each application.
- Please verify that all dates, figures, and budgets are for the appropriate year and are accurate.
- Identify the total number or properties to be acquired by your proposed Housing Partner Team.
- List each property address already identified for acquisition.

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**C. NSP Homeownership Program Application Cover Checklist**

**NSP Homeownership Program – RFQ/RFP Responses must contain the following information. All questions must be answered completely or the application will be considered non-responsive.**

<b>Organization:</b>
<b>Project Title:</b>

*Applicant **MUST** place this checklist on top of your application and submit in the order below. (INCLUDE Three (3) SETS OF APPLICATION CONTENT)*

**NSP APPLICATION CHECKLIST (APPLICATION CONTENT)**

- DEMONSTRATED EXPERIENCE AND CAPACITY – Page \_\_\_\_
- PROJECT DESCRIPTION/DEMONSTRATED NEED – Page \_\_\_\_
- SUSTAINABILITY PRACTICES – Page \_\_\_\_
- FINANCIAL FEASIBILITY – Page \_\_\_\_
- READINESS TO IMPLEMENT– Page \_\_\_\_
- BUDGET/FUNDING SOURCES– Page \_\_\_\_
- LEVERAGING – Page \_\_\_\_
- JOB CREATION – Page \_\_\_\_
- WOMEN/MINORITY/SMALL LOCAL BUSINESS ENTERPRISE – Page \_\_\_\_

**A successful proposer who is a private for-profit entity or individual as developer MUST include all attachments at the end of this application.**

**ATTACHMENTS**

- Entity’s name, Street/Mailing Address, Phone, Fax and email contact information - Page \_\_\_\_
- Taxpayer Identification Number - Page \_\_\_\_
- Type of Organization. (Sole Proprietorship, General Partnership, Limited Partnership, Corporation, Subchapter S Corporation, Limited Liability Company, Joint Venture, Trust organization, etc.) and Date Organization established – Page \_\_\_\_
- List of Florida Counties where entity is licensed and/or has done business during the previous five years – Page \_\_\_\_
- List of All Principals or Organization Chart. (Ownership Information – Partners – Stockholders and % of Business Owned by each.) – Page \_\_\_\_
- Date Organization established under present name, and list of any former business names, if applicable, during the previous five years – Page \_\_\_\_
- Parent Company information, if applicable – Page \_\_\_\_
- If “Yes” to any of the questions below please provide detailed information:
  - Have you or any of your affiliates ever filed for bankruptcy? \_\_\_\_ -Page \_\_\_\_
  - Do you have any judgments, liens, or pending suits? \_\_\_\_ – Page \_\_\_\_
  - Have you or any of your business affiliates discontinued business operations with outstanding debts? \_\_\_\_ – Page \_\_\_\_
  - Have you been a principal in any other entities over the last five years? \_\_\_\_ – Page \_\_\_\_

- 
- List of four of your largest projects completed within the past two years to include: Location, Contract Amount, Amount Sublet, Owner’s name, address and phone number, Type of Work, Starting and Completion Dates, Consulting Engineers and Architects. Both local references and references from outside the Tampa Bay area may be verified. – Page \_\_\_\_

- Most Recent Financial Statement or Tax Return – Page \_\_\_\_

**A successful proposer who is a public or private non-profit entity MUST include all attachments at the end of this application.**

**ATTACHMENTS**

- Proof of Non-Profit Status from State of Florida – Page \_\_\_\_
- Resumes and Job Descriptions – Page \_\_\_\_
- Articles of Incorporation – Page \_\_\_\_
- By-Laws – Page \_\_\_\_
- Organizational Chart – Page \_\_\_\_
- 501 (c) IRS Tax Exemption Letter – Page \_\_\_\_
- 990 IRS Tax Form – Page \_\_\_\_
- List of Board of Directors – Page \_\_\_\_
- Most Recent Audit or Financial Statement – Page \_\_\_\_
- Copy of the organization’s Board Approved Conflict of Interest Policy- Page \_\_\_\_
- Provide a copy of the organization’s financial and procurement policies- Page \_\_\_\_
- List the properties and addresses if applicable, and how long the organization has owned/managed them. – Page \_\_\_\_
- Procurement Policy for each partnering Agency – Page \_\_\_\_
- Resolution from Board of Directors authorizing submittal of application to RFQ/RFP – Page \_\_\_\_

**CITY OF TAMPA**

**NEIGHBORHOOD STABILIZATION HOMEOWNERSHIP PROGRAM**

**LEAD ENTITY Yes or No**

**APPLICATION**

**ENTITY INFORMATION (Fill out for EACH ENTITY in Housing Partnership)**

**Name of Entity:**

**Street Address:**

**Physical Address (If Different Than Mailing):**

**P. O. Box:**

**Street:**

**City:**

**City:**

**State:**

**State:**

**Zip Code:**

**Zip Code:**

**Contact person:**

**Cell Phone:**

**Title:**

**Office Phone:**

**E-mail:**

**Fax:**

**Name of General Partner(s), LLC Managing Member(s), Principles, (Non-Profit Board of Directors on separate sheet)**

<b>1.</b>	<b>% Ownership:</b>	<b>Phone:</b>
<b>2.</b>	<b>% Ownership:</b>	<b>Phone:</b>
<b>3.</b>	<b>% Ownership:</b>	<b>Phone:</b>

**State of Florida Occupational License Number(s) (List All By Type):**

**Year Entity was incorporated:**

**Tax Identification Number:**

**PROJECT INFORMATION**

**Proposed project title:**

**Amount of funding requested: \$**

**Total project cost: \$**

**Location or Number of Housing Units proposed (List by Target Neighborhood):**

**Previously funded by City? Dollar amount funded in prior budget year? \$**

**If this is existing program with the City, has the program spent all funds awarded in a timely manner and consistently met or exceeded accomplishment goals?**

**Type of Entity: Public Non-Profit, Private Non-Profit, For-Profit Organization or an Individual as a Developer?**

- |   |  |
|---|--|
| <input type="checkbox"/> HOUSING DEVELOPMENT (Private Non-Profit) | <input type="checkbox"/> HOUSING DEVELOPMENT (Public Non-Profit) |
| <input type="checkbox"/> Sole Proprietor                          | <input type="checkbox"/> Limited Partnership                     |
| <input type="checkbox"/> Limited Liability Company (LLC)          | <input type="checkbox"/> General Partnership                     |
| <input type="checkbox"/> Corporation (S Corp)                     | <input type="checkbox"/> OTHER _____                             |
| <input type="checkbox"/> Corporation (C Corp)                     | Principle Purpose of Entity: _____                               |

(Select One)

**CERTIFYING REPRESENTATIVE**

*(Person authorized to sign HUD contract, if approved) Please Sign in Blue Ink.*

To the best of my knowledge and belief, data in this proposal are true and correct and the governing body of the applicant has duly authorized the document.

**NAME:**

*(Please Print)*

*(Signature)*

**TITLE:**

**DATE SIGNED:**

\*\*\* Is Board Authorization required prior to submission? Yes or No

<b>Original</b>	<b>Copy</b>

<b>I. Demonstrated Experience and Capacity</b>	<b>30 Points</b>
<p>Successful proposers shall describe their qualifications and the qualifications of each proposed partnering entity:</p>	
<p>a. Provide organizational background and experience of the lead housing partner and each partnering organization. Identify the composition of the partnership team and include qualifications and resume of the project manager and key staff.</p>	
<p>b. Provide evidence of experience which demonstrates the ability to properly execute programs which are governed by the requirements of Federal Regulations.</p>	
<p>c. Do all companies involved have fidelity bond/employee dishonesty coverage for principles on staff who manages the organization’s accounts? If so, in what amount and with which insurance agency?</p>	
<p>d. If matching funds are identified, provide letter for funding commitment and date of funding availability Attach at the end of application.</p>	
<p>e. If the proposer is a for profit entity, provide most recent financial statement or tax return. Attach at the end of application.</p>	
<p>f. If the proposer is a not for profit entity, provide verification of non-profit status – Section 501 (c) IRS Tax Exemption letter. Attach at the end of application.</p>	
<p>g. If the proposer is a not for profit entity, include the IRS Tax Form 990 (Attach at the end of application).</p>	
<p>h. List of Board of Directors or owners. Attach at the end of application.</p>	
<p>i. Demonstrate at least two (2) years of experience in housing rehabilitation or construction.</p>	
<p>j. References – Provide three references from governmental agencies, funding providers or individuals with construction projects completed by members of the team. Attach at the end of application.</p>	
<p>k. Provide a copy of the Resolution from the Board of Directors authorizing the submission of this RFQ/RFP (If Applicable).</p>	

<b>II. Project Description</b>	<b>10 Points</b>
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- a. Describe the overall details and scope of the project.,
- b. Identify the number of dwelling units expected to be developed by the project.
- c. Describe how you will reach the prospective homeowner target population.
- d. Describe whether the project will be rehabilitation of existing structures or redevelopment of new infill structures.
- e. Describe how you will comply with the Housing and Community Development New Construction or Rehabilitation Design Standards
- f. Indicate the anticipated start/end dates.
- g. Indicate the total estimated budget amount for the project. (if possible)
- h. Indicate the total NSP funds requested.

<b>III. Sustainability Practices</b>	<b>10 Points</b>
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- a. If any kind of demolition is part of the project, describe how your demolition plan will include building deconstruction techniques that will allow time for materials salvage operations to take place. Identify how and where deconstructed materials will be used.
- b. How will recycled materials be used in you project?
- c. What additional energy savings designs, systems or equipment will be incorporated into your project

<b>IV. Financial Feasibility</b>	<b>15 Points</b>
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- a. Include status of funding applications and state whether or not the implementation of the project is contingent on receiving funds from other sources.
- b. Demonstrate that your organization has the financial capacity to undertake redevelopment or rehabilitation activities and demonstrated capability to pay subcontractors and suppliers. Please provide supporting documentation (financial statements and Letter of credit/ line of credit)

<b>V. Readiness to Implement</b>	<b>20 Points</b>
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- a. Describe specific steps needed to implement the project. Include a timeline
- b. Identify any barriers to implementing the project and explain how these barriers will be overcome or eliminated.
- c. If a site has been identified, does the proposed project result in a change in size or use of a facility.
- d. Is the correct zoning in place?
- e. Is any kind of Special Use or Variance needed.
- f. Describe the types of permits needed to complete the project.
- g. What is the age of the building(s) if acquisition or renovations are requested?

<b>VI. Budget – Capital (Attached Form 4 and 5)</b>	<b>10 Points</b>
<p>Provide a Capital budget breakdown of costs associated with this proposed project.</p> <p>For capital projects to be funded with multiple sources, please provide all information for the portion to be funded with NSP funds, and a total budget for the complete proposed project inclusive of all funding sources. Use forms attached.</p>	
<b>VII. Leveraging and Matching Funds</b>	<b>5 Points</b>
<p>The applicant may demonstrate that a portion of the total project budget is from other federal, state, local or private sources.</p>	
<b>VIII. Job Retention/Job Creation</b>	<b>10 Points</b>
<p>Identify temporary and permanent jobs to be created by the project.</p> <p>Describe if and how residents of the project area will be considered in job creation?</p>	
<b>IX. Minority/Small Local Business Enterprise</b>	<b>5 Points</b>
<p>Identify each City of Tampa certified Small Local Business Enterprise (SLBE) firm participating in the project.</p> <p>The SLBE firm must be certified prior to the opening date and time of the RFP and must submit a copy of their SLBE Certificate in the proposal.</p>	

**FORMS**

**A.** Complete the attached *Form 1* and include each member organization and the Lead Entity. The Construction Contractor must complete *Form 2* in its entirety and must be signed by an authorized representative of the firm as defined below. **If all forms are not submitted, the RFQ/RFP will be deemed non-responsive**

**B.** Complete the RFQ/RFP Signature form provided in the RFQ/RFP Package (*Form 3*) for each member organization and the Lead Entity. This form must be signed by an authorized representative of the firm as defined below. **If all forms are not submitted, the RFQ/RFP will be deemed non-responsive:**

- When the entity is a corporation, including a non-profit organization, the president or vice president signing shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office. It shall also bear the seal of the corporation attested by its corporate secretary.
- When the entity is a partnership, the submittal shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity and authority of the person signing shall also be given.
- When the entity is an individual or sole proprietorship, the individual owner, stating name and style under which the entity is doing business, shall sign the submittal.
- If the entity is doing business under a fictitious name, they must submit a copy of Certificate of Registration with the Florida Secretary of State.
- When the entity is a joint venture (or consortium), each member must sign the submittal as indicated above.

**C.** Complete the Capital Budget Form Provided Below (*Form 4*) for each project/property. **If all forms are not submitted, the RFQ/RFP will be deemed non-responsive.**

**D.** Complete and sign the Conflict of Interest form (*Form 5*) attached.

**ALL HOUSING PARTNER MEMBERS, DEVELOPERS AND CONSTRUCTION CONTRACTORS, PLEASE FILL OUT THE APPROPRIATE FORMS BELOW AND INCLUDE WITH YOUR PROPOSAL.**

**FORM 1  
HOUSING PARTNER INFORMATION**

*LEAD ENTITY*

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Tax ID No.	E-mail	
License No.		

*GENERAL CONTRACTOR (Also Complete Form 2)*

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Tax ID No.	E-mail	
License No.		

*ENGINEER AND FIRM (IF APPLICABLE)*

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Tax ID No.	E-mail	
License No.		

*SUPERVISORY ARCHITECT AND FIRM*

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Tax ID No.	E-mail	
License No.		

*REAL ESTATE ENTITY*

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Years of real estate experience:	FL. Real Estate License #.	
Total number of projects currently listed:		Total Units:
Tax ID No.		E-mail
<b>List Address of Properties currently listed for sale in the City of Tampa. List any government subsidized properties and how long you have been marketing each one. List MLS and Internet Web Sites used to market listings.</b>		

*ATTORNEY AND FIRM*

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Tax ID No.	E-mail	
License No.		

*OTHER*

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Tax ID No.	E-mail	
License No.	Years of Experience:	

*OTHER*

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Tax ID No.	E-mail	
License No.		

FORM 2

BUILDING CONSTRUCTION COMPANY INFORMATION

Company Name: \_\_\_\_\_ DBA: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

Alternate #: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Email: \_\_\_\_\_ @ \_\_\_\_\_

- Organization Type: { } Individual / Sole Proprietorship Date Established \_\_\_\_\_
- (please check one)** { } General Partnership Date Established \_\_\_\_\_
- { } Limited Partnership Date Established \_\_\_\_\_
- { } Corporation Date Established \_\_\_\_\_
- { } Subchapter S Corporation Date Established \_\_\_\_\_
- { } Limited Liability Company Date Established \_\_\_\_\_
- { } Non-/Not-for-Profit Date Established \_\_\_\_\_
- { } Joint Venture Date Established \_\_\_\_\_

Licensed by: { } City: \_\_\_\_\_ License/Permit #: \_\_\_\_\_  
 (check all that apply) { } County: \_\_\_\_\_ License/Permit #: \_\_\_\_\_  
 { } State: \_\_\_\_\_ License/Permit #: \_\_\_\_\_

Federal I.D. #: \_\_\_\_\_

If you are non-/not-for-profit, please provide your contractor information:

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_ - \_\_\_\_\_

Licensed by: { } City: \_\_\_\_\_ License/Permit #: \_\_\_\_\_  
 (check all that apply) { } County: \_\_\_\_\_ License/Permit #: \_\_\_\_\_  
 { } State: \_\_\_\_\_ License/Permit #: \_\_\_\_\_

Is your business certified as a Minority Business with a government agency? { } Yes { } No

(If yes, please provide the information below)

Government Agency	Certification Number	Date of Expiration
_____	_____	_____
_____	_____	_____
_____	_____	_____

Minority Business Status:    { } Black  
   { } Hispanic  
   { } Woman

**COMPANY OWNERSHIP INFORMATION**

Name of Owner: \_\_\_\_\_ Percentage of Ownership: \_\_\_\_\_ %  
 Name of Owner: \_\_\_\_\_ Percentage of Ownership: \_\_\_\_\_ %  
 Name of Owner: \_\_\_\_\_ Percentage of Ownership: \_\_\_\_\_ %  
 Name of Owner: \_\_\_\_\_ Percentage of Ownership: \_\_\_\_\_ %

Per Federal and City of Tampa EEO requirements, please tell us if 51% or more of the firm is owned by any of the following:

{ } Female  
 { } Black  
 { } Hispanic  
 { } American Indian  
 { } Asian  
 { } Other: \_\_\_\_\_

When was organization established?: \_\_\_\_\_

Previous organization names in the past five years?: (if applicable)

_____	Date Established	_____
_____	Date Established	_____
_____	Date Established	_____

Has the organization or any affiliates ever filed for bankruptcy? { } Yes        { } No  
 Do you have any judgements, liens or pending suits? { } Yes        { } No  
 Has the organization or any affiliates discontinued business operations with outstanding debts? { } Yes        { } No  
 Have you been a principal in any other entities over the last five years? { } Yes        { } No

**INSURANCE INFORMATION**

During the terms of this agreement, the contractor shall provide, pay for and maintain with companies satisfactory to the City certificate of insurance. Please answer the following questions:

**Workers' Compensation & Employers' Liability Insurance**

Name of Company: _____	Policy # _____
_____	Limits of Liability (per accident) \$ _____
Disease Aggregate _____	Limits of Liability \$ _____
Disease for each employee _____	Limits of Liability \$ _____

**Commercial General Liability Insurance**

Name of Company: _____	Policy # _____
_____	Limits of Liability (each occurrence) \$ _____
General Aggregate _____	Limits of Liability \$ _____

**Automobile Liability Insurance**

Name of Company: \_\_\_\_\_ Policy # \_\_\_\_\_  
 \_\_\_\_\_ Limits of Liability \_\_\_\_\_  
 \_\_\_\_\_ (per accident) \$ \_\_\_\_\_

**EMPLOYEE INFORMATION**

Number of Full-time employees: \_\_\_\_\_  
 Number of Part-time employees: \_\_\_\_\_

Name of Labor Service used? \_\_\_\_\_  
 Percentage of workforce employed via this method (if applicable). \_\_\_\_\_ %

**\*\*Include a copy of the Labor Services's Certificate of Insurance for Worker's Compensation\*\***

**REFERENCES**

**SINGLE-FAMILY OR MULTI-FAMILY REHABILITATION OR NEW CONSTRUCTION PROJECTS**

Location (City/State): \_\_\_\_\_  
 Contract Amount: \_\_\_\_\_  
 Amount Sublet: \_\_\_\_\_  
 Owner's Name: \_\_\_\_\_  
 Property Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Type of Work: \_\_\_\_\_  
 Start Date / Completion Date \_\_\_\_\_ - \_\_\_\_\_  
 Consulting Engineers / Architects: (if \_\_\_\_\_  
 applicable) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Location (City/State): \_\_\_\_\_  
 Contract Amount: \_\_\_\_\_  
 Amount Sublet: \_\_\_\_\_  
 Owner's Name: \_\_\_\_\_  
 Property Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Type of Work: \_\_\_\_\_  
 Start Date / Completion Date \_\_\_\_\_ - \_\_\_\_\_  
 Consulting Engineers / Architects: (if \_\_\_\_\_  
 applicable) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Location (City/State): \_\_\_\_\_  
 Contract Amount: \_\_\_\_\_  
 Amount Sublet: \_\_\_\_\_  
 Owner's Name: \_\_\_\_\_  
 Property Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Type of Work: \_\_\_\_\_  
 Start Date / Completion Date \_\_\_\_\_ - \_\_\_\_\_  
 Consulting Engineers / Architects: (if applicable) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Location (City/State): \_\_\_\_\_  
 Contract Amount: \_\_\_\_\_  
 Amount Sublet: \_\_\_\_\_  
 Owner's Name: \_\_\_\_\_  
 Property Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Type of Work: \_\_\_\_\_  
 Start Date / Completion Date \_\_\_\_\_ - \_\_\_\_\_  
 Consulting Engineers / Architects: (if applicable) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SUBCONTRACTORS (for this project)**

Firm Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Phone #: ( ) - \_\_\_\_\_ Fax #: ( ) - \_\_\_\_\_

Firm Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Phone #: ( ) - \_\_\_\_\_ Fax #: ( ) - \_\_\_\_\_

Firm Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Phone #: ( ) - \_\_\_\_\_ Fax #: ( ) - \_\_\_\_\_

Firm Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Phone #: ( ) - \_\_\_\_\_ Fax #: ( ) - \_\_\_\_\_

**PRINCIPAL MERCHANDISE / RAW MATERIAL SUPPLIERS**

Contact Person: \_\_\_\_\_

Phone #: ( ) - \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: ( ) - \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: ( ) - \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: ( ) - \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: ( ) - \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: ( ) - \_\_\_\_\_

**GOVERNMENTAL AGENCIES**

**(Please list those that you are presently qualified as a building contractor or have done business with in the past five years)**

Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone #: ( ) - \_\_\_\_\_ Fax #: ( ) - \_\_\_\_\_

Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone #: ( ) - \_\_\_\_\_ Fax #: ( ) - \_\_\_\_\_

Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone #: ( ) - \_\_\_\_\_ Fax #: ( ) - \_\_\_\_\_

**(Please list those with which any former business entity in which you were a principal qualified as a building contractor and/or did business with over the past five years)**

Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone #: ( ) - \_\_\_\_\_ Fax #: ( ) - \_\_\_\_\_

Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone #: ( ) - \_\_\_\_\_ Fax #: ( ) - \_\_\_\_\_

Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone #: ( ) - \_\_\_\_\_ Fax #: ( ) - \_\_\_\_\_

**ADDITIONAL INFORMATION**

Is your Company on the Federal Government's list of "Excluded Parties" or on the City's list of barred companies?  Yes  No

Does your company have any outstanding complaints on workmanship issues? (If yes, please explain in detail)  Yes  No

Has your company ever performed any repair or construction work for employees of the HCD Division during the time your company was an approved HCD contractor and the employee is/was assigned to the HCD Division? (If yes, please provide documentation)  Yes  No

Has your company or any of its employees or subcontractors ever been convicted of a felony or are now under charges for any offense ? (If yes, please explain)  Yes  No

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Signature

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Date

**FORM 3**

**SIGNATURE FORM**

**NEIGHBORHOOD STABILIZATION HOMEOWNERSHIP PROGRAM**

In compliance with this RFQ/RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide RFQ/RFP for the NEIGHBORHOOD STABILIZATION HOMEOWNERSHIP PROGRAM, in accordance with the attached signed submittal, or as mutually agreed upon by subsequent negotiation. This completed signature form must be submitted with the entity's written RFQ/RFP and will become a part of any agreement that may be awarded. This signature Form must be signed by an authorized representative as defined in the RFQ/RFP. If the Signature Form is not filled out and signed by an authorized representative of each partner organization and submitted, the qualification package is considered non-responsive.

**Please type or print:**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

Type Organization:     Individual                       Small Business                       Non-Profit  
                                  Partnership                       Corporation                       Joint Venture

**Attach copies of all such licenses, permits or certificates issued to the business entity.**

Business is licensed, (unless exempt by applicable law) permitted or certified to do business in the State of Florida:

Yes    No. License # \_\_\_\_\_

State of FL Corporation ID# (from Sec'y of State): \_\_\_\_\_

State of FL Fictitious Name Reg.# (from Sec'y of State): \_\_\_\_\_

Federal I.D. #: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**FORM 5**  
**10B§ 570.611 Conflict of Interest**

**Please read and sign at the bottom of the next page, signifying that you have read and agree to adhere to the following policy. Also, please disclose any potential conflicts including any boards or committees currently serving on, any private companies owned by you or members of your Board of Directors, and any other potential conflicts.**

**(a) *Applicability.***

(1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

**(b) *Conflicts prohibited.*** The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to NSP activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a NSP-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a NSP-assisted activity, or with respect to the proceeds of the NSP-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

**(c) *Persons covered.*** The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

**(d) *Exceptions.*** Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

CITY OF TAMPA

Neighborhood Stabilization Homeownership Program - West Tampa

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- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
  - (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
  - (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
  - (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
  - (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
  - (vii) Any other relevant considerations.

<u>Name</u>	<u>Conflicts/Potential</u>
_____	_____
_____	_____
_____	_____
_____	_____

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Name (Printed)

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Name (Printed)

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Signature

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Signature



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**Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form**

This form must be submitted with all bids or proposals. All subcontractors solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that directly follow are for the form heading information pertaining to the project and prime.

**Contract No.** This is the number assigned by the City of Tampa for the bid or proposal

**Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.

**Contractor Name.** The name of your business.

**Address.** The physical address of your business.

**Federal ID.** FIN. A number assigned to your business for tax reporting purposes.

**Phone.** Telephone number to contact business.

**Fax.** Fax number for business.

**Email.** Provide email address for electronic correspondence.

**No Subcontracting Opportunities existed for this Contract.** Checking the box indicates that your business will not use subcontractors and will self-perform all work. If during the administration of the contract you use subcontractors, the "Sub-(Contractors/Consultants/Suppliers) Payments" form must be submitted with your invoices.

**No Firms were contracted because.** Provide brief explanation as to why no subcontractors were used.

**See attached documents.** Check if you have provided any additional documentation relating to the payment data.

**The following instructions are for information of any and all subcontractors solicited.**

**SLBE.** Enter "S" for firms Certified by the City of Tampa as Small Local Business Enterprises. Change order.

**Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.

**Company Name, Address, Phone & Fax.** Provide company information for verification of payments.

**Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.

**Trade, Services, or Materials** Indicate the trade, service, or material provided by the subcontractor. NIGP codes are listed at top section of document.

**Contract Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method of soliciting for bid.

**Quote or Resp. (response) Rec'd (received) Y/N.** Indicate "Y" Yes if you received a quotation or if you received a response to your solicitation. Indicate "N" No if you received no response to your solicitation from the subcontractor.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.



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**Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form**

This form must be submitted with all bids or proposals if subcontracting will be performed. All subcontractors projected to be utilized must be included on this form.

- Contract No.** This is the number assigned by the City of Tampa for the bid or proposal  
**Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.  
**Contractor Name.** The name of your business.  
**Address.** The physical address of your business.  
**Federal ID.** FIN. A number assigned to your business for tax reporting purposes.  
**Phone.** Telephone number to contact business.  
**Fax.** Fax number for business.  
**Email.** Provide email address for electronic correspondence.

**See attached documents.** Check if you have provided any additional documentation relating to the payment data.

**The following instructions are for information of any and all subcontractors solicited.**

- Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.  
**SLBE.** Enter "S" for firms Certified by the City as Small Local Business Enterprises.  
**Company Name, Address, Phone & Fax.** Provide company information for verification of payments.  
**Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.  
**Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. NIGP codes are available at <http://www.tampagov.net/mbd>.  
**Amount of Quote, Letters of Intent** (required for Women/Minority Business Enterprises)  
**Percent of Contract.** Indicate the percent of the total contract price the subcontract(s) represent.  
**Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract.  
**Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract.  
**Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid amount.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.

CITY OF TAMPA  
 Neighborhood Stabilization Homeownership Program - West Tampa



**City of Tampa - Sub-(Contractors/Consultants/Suppliers) Payments**     Partial     Final

Contract No.: \_\_\_\_\_ WO#, (if any) \_\_\_\_\_ Contract Name: \_\_\_\_\_  
 Contractor Name: \_\_\_\_\_ Address \_\_\_\_\_  
 Federal ID \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Email \_\_\_\_\_  
 GC Pay Period \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_  
 City Department: \_\_\_\_\_  
 Total Amount Requested for pay period: \_\_\_\_\_  
 Total Contract Amount (including change orders): \_\_\_\_\_

Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Dollar Amount Previously Paid	\$ To Be Paid For This Period
Trade/Work Activity				
<input type="checkbox"/> Sub <input type="checkbox"/> Supplier				Sub Pay Period Ending Date
Federal ID				
				\$
				\$
				\$
				\$
				\$

Certification: I hereby certify that the above information is a true and accurate account of payments to sub – contractors/consultants on this contract.

Signed \_\_\_\_\_ Name/Title \_\_\_\_\_ Date: \_\_\_\_\_  
 DMI form 30 (rev. 02/02/09) Page \_\_\_ of \_\_\_     See attached documents

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**Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Payment Form**

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, “Waiver and Release of Lien upon Progress Payment”, “Affidavit of Contractor in Connection with Final Payment”, or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form. The instructions that directly follow are for the form heading information pertaining to the project and prime.

**Contract No.** This is the number assigned by the City of Tampa for the bid or proposal

**W.O.#** If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.

**Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.

**Contractor Name.** The name of your business.

**Address.** The physical address of your business.

**Federal ID.** A number assigned to a business for tax reporting purposes.

**Phone.** Telephone number to contact business.

**Fax.** Fax number for business.

**Email.** Provide email address for electronic correspondence.

**Pay Period.** Provide start and finish dates for pay period. (e.g. 05/01/07 – 05/31/07)

**Payment Request/Invoice Number.** Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)

**City Department.** The City of Tampa department to which the contract pertains.

**Total Amount Requested for pay period.** Provide all dollars you are expecting to receive for the pay period.

**Total Contract Amount (including change orders).** Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.

**Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.

**See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.

**Partial Payment.** Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.

**Final Payment.** Check if this period is the final payment period. Located at the top right of the form.

**The following instructions are for information of any and all subcontractors used for the pay period.**

**(Type) of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.

**Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.

**SubContractor/SubConsultant/Supplier.** Please indicate status of firm on this contract.

**Federal ID.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.

**Company Name, Address, Phone & Fax.** Provide company information for verification of payments.

**Total Subcontract Amount.** Provide total amount of subcontract for subcontractor including change orders.

**Dollar Amount Previously Paid.** Indicate all dollars paid to a subcontractor as of the payment request. (Do not include amount to be paid for this period)

**\$ To Be Paid for this Period.** Provide dollar amount of dollars requested for the pay period.

**Sub Pay Period Ending Date.** Provide date for which subcontractor invoiced performed work.

*Forms must be signed and dated or will be considered incomplete. A company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance 2008-89.*

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.

**BIDDER'S AFFIRMATION AND DECLARATION**

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

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AFFIANT'S NAME

Who, after being duly cautioned and sworn (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the Bidder in the matter at hand, as follows:

1. That the Bidder, if an individual, is of lawful age.
2. That if the Bidder is a partnership or a corporation, it has been formed legally; if a Florida corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; if a corporation incorporated under the laws of a state other than Florida, it is duly authorized to do business in the State of Florida.
3. That if the Bidder is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of the State of Florida.
4. That the Bidder has not submitted a rigged Bid, nor engaged in collusive bidding or collusive bidding arrangement or fraudulent bidding, or entered into a conspiracy relative to this bid, with any other person, partnership, or corporation making a bid for the same purpose. The Bidder is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that the awarding of any contract is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a contract let under such circumstances invalid." [See McQuillian, Municipal Corporations, §26.69].
5. That the Bidder is not in arrears to the City of Tampa upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the City.
6. That no officer or employee of the City, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or obligation entered into between the City of Tampa and this Bidder or awarded to this Bidder; nor shall any City officer or employee have any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the contract or obligation of this Bidder.
7. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

**FURTHER BIDDER SAYETH NOT.**

Bidder: Complete the applicable Acknowledgement for An Individual Acting in His Own Right, A Partnership or A Corporation, according to your firm type.

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced identification and who did (did not) take an oath.

Signature of Notary Public \_\_\_\_\_  
Notary Public Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signature of Affiant \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**FOR A PARTNERSHIP**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is a partner on behalf of \_\_\_\_\_, a partnership. He/She is personally known to me or has produced identification and did (did not) take an oath.

Signature of Notary Public \_\_\_\_\_  
Notary Public Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signature of Affiant \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

CITY OF TAMPA  
Neighborhood Stabilization Homeownership Program - West Tampa

**FOR A CORPORATION**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_,  
who is \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Corporation Name)

a corporation under the laws of the State of \_\_\_\_\_, on behalf of the said corporation.  
He/She is personally known to me or who has produced identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public  
Notary Public Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**FOR A LIMITED LIABILITY COMPANY**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_,  
who is \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(LLC Name)

A Limited Liability Company under the laws of the State of \_\_\_\_\_, on behalf of the said Limited Liability Company.  
He/She is personally known to me or who has produced identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public  
Notary Public Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

## FREQUENTLY ASKED QUESTIONS

- 1. *Will we be held to the budget, timeline, and goals in the application?***  
All budgets and timelines will be part of your contract with the City and are negotiable.
- 2. *What if something happens and we need to change our budget, timeline, or goals?***  
An amendment to the project contract can be executed if there are legitimate reasons for doing so. Changes in team members will not be accepted without prior written consent by the City.
- 3. *Will we get the full amount of funding requested?***  
The City reserves the right to award more or less than what is proposed for each Team depending on the nature of the project, amount requested, funds available, and RFQ/RFP evaluation criteria results. If your project is not viable without full funding, make sure to indicate this fact in your application.
- 4. *Are matching funds (or in kind match) required?***  
**No.** It is desirable; however, an applicant need only provide evidence that the applicant has the financial resources to fund the rehabilitation and property management (during the marketing period) costs prior to reimbursement. Costs will be paid on a draw basis after the expenses have been incurred. Project budgets that include matching/leveraged funds will be looked at more favorably. The applicant must indicate in the total project budget any funds from other federal, state, local or private sources.
- 5. *Does every entity within the Partnership have to have been in business for 2 years to participate?***  
The Lead Entities must be in business for the past two years (in Florida). All other partners under the Lead Entity must have proper licenses to be in business in the State of Florida, City of Tampa, and/or Hillsborough County. If partnering organizations have not been in business for two years, the Individuals leading the partnership must document they have two years experience in the type of business in which they lead.
- 6. *Can entities spend our money now and be reimbursed by NSP funds later?***  
**No.** If you commit or expend funding before receiving notice to proceed (signed agreement), you will not be eligible for reimbursement at any time. Only foreclosed or abandoned properties vacant for 90 days will be eligible for acquisition and may not be currently owned by the Housing Partner.
- 7. *Are Lis Pendens (pre-foreclosed) properties eligible for acquisition under NSP?***  
**No.** Properties eligible under this program MUST already be foreclosed or abandoned and vacant for 90 days.
- 8. *Will applicants hear from the City even if our application is not approved?***  
Yes. All entities will be notified in writing whether or not their proposals will be approved, or entities qualified as Housing Partners.
- 9. *Is it okay if my original application is late as long as it is faxed or postmarked by the submission deadline?***  
**No.** The Purchasing Office must receive the original, signed application, in their offices, no later than the submission deadline.