

CITY OF TAMPA



Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO
Purchasing Director

May 19, 2011

**REQUEST FOR PROPOSALS (RFP)
MULTI-FAMILY AFFORDABLE RESIDENTIAL DEVELOPMENT
22nd Street Land Assemblage**

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed proposals for 22nd Street Land Assemblage, **RFP # ET CRA062411** will be received by the Director of Purchasing, City of Tampa, until **3:30 PM, - June 24, 2011.**

A non-mandatory pre-proposal conference will be held at **11:00 am on June 2, 2011** at Regan Park Community Center (1200 E. Lake Ave) for the purpose of this conference is to answer questions that may arise from the proposal documents. If you are unable to attend the pre-proposal conference, questions must be submitted to Sharon West via email or fax 24 hours prior to the pre-proposal conference date and time.

Attached are important instructions and specifications regarding responses to this Request for Proposal. Failure to follow these instructions could result in Proposer disqualification.

Questions regarding this proposal should be referred to: **Sharon West, Manager - HCD.** Questions shall be submitted by email to Sharon.west@tampagov.net or by fax at 813/274-7745.

Submission of RFP responses by mail, hand delivery or express mail must be in a sealed envelope/box with the Proposer's name and return address indicated. **Type or print the RFP Number and RFP Title on the carrier envelope/box.** Address the RFP envelope/box as follows:

Purchasing Department
Tampa Municipal Office Building, 2nd Floor
306 E. Jackson Street
Tampa, Florida 33602
813-274-8351

(This address is appropriate for mailing,
hand delivery and express mail.)

The Tampa Municipal Office Building is a controlled access building and all visitors are required to obtain a Visitor's Pass prior to visiting the Purchasing Department.

RFPs shall be accepted no later than the time and date specified on the **REQUEST FOR PROPOSAL**. The RFP Opening shall be thereafter and open to the public. All RFPs received after that time shall be rejected. Offers by telegram, telephone or transmitted by facsimile (FAX) machine are not acceptable. No RFP may be withdrawn or modified after the time fixed for the opening of the RFP.

Verification of the City's receipt of the proposal submitted is the sender's responsibility. Failure of the City to receive such proposal by the date and time specified on the Request for Proposal will result in non-consideration.

GPC LISTING

City of Plant City

Dave Sollenberger, City Manager
Drawer "C"
Plant City, FL 33564
813-659-4200 – Telephone
813-659-4216 – Fax
citymanager@plantcitygov.com

City of Temple Terrace

Judy Crutcher, Assistant
Purchasing Agt.
P.O. Box 16930
Temple Terrace, FL 33687
813-506-6420 – Telephone
813-989-7185 – Fax
jcrutcher@templeterrace.com

Clerk of Circuit Court

601 E. Kennedy Blvd.-13th Floor
P.O. Box 1110
Tampa, FL 33601
Phone: (813) 276-8100 Ext.7721
FAX: (813) 272-5521
www.hillsclerk.com

Tampa-Hillsborough County Expressway Authority

Nancy Marino, Facilities &
Contracts Manager
1104 East Twiggs St. Suite #300
Tampa, Florida 33602
813-272-6740 – Telephone
813-276-2492 – Fax
Nancy@tampa-xway.com

Hillsborough Area Regional Transit Authority

Cathy Zickefoose, Purchasing Mgr.
4305 E. 21st Street
Tampa, FL 33605
813-623-5835 – Telephone
813-664-1119 – Fax
millerr@hartline.org

Hillsborough Co. Aviation Authority

P. O. Box 22287
Tampa International Airport
Tampa, FL 33622-2287
Phone: (813) 870-8730
FAX: (813) 875-6670
www.tampairport.com

Hillsborough County School Board

P. O. Box 3408
Tampa, FL 33601-3408
Phone: (813) 272-4329
FAX: (813) 272-4007
www.sdhc.k12.fl.us

Hillsborough Community College

Vonda Melchior, Director of
Purchasing
39 Columbia Drive
Tampa, FL 33606
813-253-7060 – Telephone
813-253-7561 – Fax
vmelchoir@hcc.fl.us

Hillsborough County Board of County Commissioners

601 E. Kennedy Blvd., 18th Floor
P. O. Box 1110,
Tampa, FL 33601-1110
Phone: (813) 272-5790
FAX: (813) 272-6290
www.hillsboroughcounty.org

Hillsborough Co. Sheriff's Office

J. H. Shillady, Fiscal Officer
P.O. Box 3371
Tampa, FL 33601
813-247-8033 – Telephone
813-247-8246 – Fax
Jshillady@hcsotampa.fl.us

State Attorney's Office

Mark Ober, State Attorney
800 E. Kennedy Blvd., 5th Floor
Tampa, FL 33602
813-272-5400 – Telephone
813-272-7014 – Fax
Ober_M@SAO13th.com

Tampa Port Authority

David Webb, Financial Supervisor
P.O. Box 2192
Tampa, FL 33601
813-905-5164 – Telephone
813-905-5109 – Fax
dwebb@tampaport.com

Supervisor of Elections

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 276-8274
FAX: (813) 272-7043
www.votehillsborough.org

City of Tampa Housing Auth.

Jerome Ryans, President/CEO
1514 Union Street
Tampa, FL 33607
813-253-0551 – Telephone
813-4522 – Fax
irenew@thaf.fl.com

Tampa Sports Authority

Joe Haugabrook, Director of Purchasing
4201 N. Dale Mabry Highway
Tampa, FL 33607
813-673-4300 – Telephone
813-673-4312 – Fax
jhaugabrook@tampasportsauthority.com

Tax Collector

601 E. Kennedy Blvd., 14th Floor
Tampa, FL 33602
Phone: (813) 307-6222
FAX: (813) 307-6521
www.hillstax.org

The Children's Board of Hills. County

1002 E. Palm Avenue
Tampa, FL 33605
Phone: (813) 229-2884
FAX: (813) 228-8122
www.childrensboard.org

University of South Florida

Tom Dibella, Director of Purchasing
Division of Procurement
3702 Spectrum Blvd. UTC135-P
Tampa, FL 33612
813-974-2481 – Telephone
813-974-5362 – Fax
tdibella@admin.usf.edu

Hillsborough County Purchasing

Lula Banks, Director
P.O. Box 1110
Tampa, FL 33601
813-272-5790 – Telephone
813-272-6290 – Fax
procurementservices@hillsboroughcounty.org

Property Appraiser

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 272-6100
FAX: (813) 272-5519
www.hcpafl.org

Tampa Palms Community Dev. Dist.

16311 Tampa Palms Blvd W
Tampa, FL 33647
Phone: (813) 977-3933
Fax: (813) 977-6571
www.tpoa.net

TABLE OF CONTENTS

SECTION I.	SCOPE OF SERVICES
SECTION II.	GENERAL CONDITIONS and EVALUATION CRITERIA
SECTION III.	BIDDERS AFFIRMATION AND PROPOSAL SIGNATURE FORMS
SECTION IV.	SUB-CONTRACTING FORMS PROPOSAL FORMS
ATTACHMENT A	AERIAL MAP AND PARCEL INFORMATION

SECTION I. SCOPE OF SERVICES

1. INTRODUCTION

The City is looking for a not-for-profit organization, developer or individual that will develop a 50 unit multi-family affordable rental residential development in the area. (See Attachment A for aerial map and parcel information). The area to be developed is referred to as the 22nd Street Land Assemblage, is currently zoned for 52 residential units and is generally located at the northeast corner of N. 22nd Street and Link Street in the East Tampa Community Redevelopment Area (CRA).

2. BACKGROUND

The City is accepting proposals for the development of **a minimum of 45 and maximum of 54 units of** affordable Multi-Family rental project. 25% of the units must be set aside for households earning at or below 50% Area Median Income. Organizations must be able to demonstrate they have previously developed and operated a successful multi-family rental project. All housing must be qualified permanent housing with leases of no less than one year. Permanent housing includes housing for disabled persons. Application must include plans, cost estimates, and demonstrate all other funding is in place and project is ready to begin in timely manner.

The City of Tampa may invest up to \$4 million in state or federal funds, or City owned land as a development subsidy or gap financing for a project as equity investments, interest-bearing loans, non-interest-bearing loans, interest subsidies, deferred payment loans, or grants. Additionally, the City may consider donating City owned property and making it available for the construction of a multi-family rental project. The City owned land is zoned for approximately 50 residential units and at the sole discretion of the City, the number of required parking spaces can be adjusted and approved by the City Land Development Coordination. The City reserves the right to establish the terms of assistance based on the needs of the individual project. The terms of assistance is also based on the recommendation from an accredited underwriting entity following an underwriting analysis, including a subsidy layering analysis.

Project must be completed, funds expended and occupied by December 31, 2012.

3. GOAL

The development of an affordable Multi-Family rental project to serve low to moderate income citizens in the City of Tampa.

4. OBJECTIVES

- 4.1 The Creation of permanent rental affordable housing
- 4.2 Development of City owned property.

5. PROJECT REQUIREMENTS

The following items are required for the project:

The City shall contract with an independent third-party underwriter to perform an analysis of the proposal based upon financial documentation and project pro forma provided in the proposal, as well as any other information they request from the Proposer. The underwriting analysis shall include a subsidy layering analysis. **The total cost of the underwriting analysis is the sole responsibility of and shall be paid for by the proposer.**

The maximum rents and maximum investment amounts will be determined through the underwriting analysis. The project must be affordable for a minimum number of years depending on the program source and amount of subsidy in the project. The following rent limits apply to multi-family rental projects.

2010 RENT LIMITS

	Efficiency	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Low Rent	\$520	\$557	\$668	\$772	\$862	\$951	\$1039
High Rent	\$656	\$704	\$847	\$970	\$1,063	\$1,154	\$1,245

Rental projects subsidized with federal funds by the City must comply with the Federal Program Funds Rules. The Project Rule is established by the U.S. Department of Housing and Urban Development. The Program Funds Rule states that 90% of total households assisted (subsidized units) must have incomes that do not exceed 60% of the Area Median Income (AMI). The Project Rule specifies the occupancy of units in each rental project. In projects of 5 or more assisted units, at least 20% of the assisted units must be occupied by families who have annual incomes that are 50% or less of the AMI (Low Home Rent Units).

Multi-family rental projects shall be required to provide units that are affordable using Low Rent and High Rent affordability guidelines. These guidelines are adjusted annually by HUD and vary according to the number of individuals per

household. Income levels of each household occupying a HUD-designated affordable unit shall earn no more than 50% (Low Rent) and 80% (High Rent) of the Area Median Income (AMI) per unit.

Depending on the funding source, projects will require that a number of units in the project be set aside to house those earning at or below 50% AMI, or, at or below 80%AMI proportionate to the total investment of the total project cost.

2010 Income Limits by Household Size								
	1 Person	2 People	3 People	4 People	5 People	6 People	7 People	8 People
50% AMI	\$20,800	\$23,800	\$26,750	\$29,700	\$32,100	\$34,500	\$36,850	\$39,250
80% AMI	\$33,250	\$38,000	\$42,750	\$47,500	\$51,300	\$55,100	\$58,900	\$62,700
120% AMI	\$49,920	\$57,120	\$64,200	\$71,280	\$77,040	\$82,800	\$88,440	\$94,200

Other federal regulations that are applicable when receiving federal funds include, but are not limited, to the encouragement of minority and women’s business enterprises in connection with funded activities, Section 3, ADA compliance, labor regulations, and lead based paint regulations.

- **SECTION 3.** The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by HUD financial assistance (greater than \$100,000) shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
- **LABOR REGULATIONS.** The Proposer agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Proposer agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Proposer shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Proposer agrees that, except with respect to the rehabilitation or construction of residential property containing less than 8 units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers, provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Proposer of its obligation, if any, to require payment of the higher wage. The Proposer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

6. PROPOSER SUBMITTALS

The following must be submitted in the proposal:

Interested parties are invited to submit proposals in response to this request consistent with applicable plans, laws, ordinances and regulations, governing the East Tampa Community Redevelopment Area, and which identify a project(s) in the area to be developed. Also included in the proposal there should be language to address planning, designing, constructing, and implementing the proposed Project. Please provide a budget (for the payment by the not-for-profit, developer or individual) of all costs associated with any relocations necessitated by the not-for-profit, developer or individual ’s proposal. The Right of Way shall be vacated to make way for new development.

Such a submission must include sufficient information and evidence of legal and financial ability of the parties making the proposal to carry out the terms thereof. All proposals must use this project proposal submittal package and be submitted by 3:30 PM on June 24, 2011, to the City of Tampa, Purchasing Department, 306 E. Jackson Street, Tampa, Florida 33602. Mark the outside of the sealed envelope: **Multi-family Affordable Residential Development – 22nd Street Land Assemblage.**

In selecting a proposal, the City reserves the right to accept or reject any and all proposals, either in whole or in part, with or without cause, waive any informalities of any proposals, cancel this request for proposals, and to make the award in the best interest of the City, subject to City Council approval.

Enclosed please find a project proposal submittal package. Additional information may be obtained by contacting the City of Tampa Housing and Community Development office at the address above or by calling (813) 274-7954.

7. QUALIFICATIONS

Please identify previous experience in new construction and/or the type of development being proposed.

8. MANAGEMENT

- List the names, addresses and telephone numbers of all parties germane to the Proposal.
- List the names, addresses and telephone numbers of all parties authorized to represent the not-for-profit, developer or individual s, such as company Officers, Attorneys, Real Estate Agents, etc.

9. IMPLEMENTATION

- Describe in detail the proposed use of this location. Include the future intended use, anticipated Project cost, and the sources of financing. Attach any drawings or plans you have to explain the proposed use and include an explanation of the timetable for developing the Project.
- Please identify your Purchase offer to the City and any terms of financing including any subsidy requested. **Project must include obtaining additional permanent financing that the project can support such as 4% tax credits or 1st mortgage financing.**
- Include a project schedule/timetable for the acquisition, and milestones (construction completion and lease up)
- Provide a summary of the most recent **3 Years** of personal and/or corporate financial statements. A copy of the most recent **3 Years** of audited financial statements are required on all proposed ownership interests. Should the ownership be in a closely held corporation, the financial statement of the stockholder may be required. Include three sources for future financial references such as banks, corporations, etc.
- Proposer must be able to obtain a construction loan for up to 50% of the construction cost. The other 50% may come from the City or other funds.
- Provide timetable to execute a purchase agreement and build the Project.
- Provide estimate of cost to build the Project improvements, equipment cost, all costs associated with any relocations necessitated by the Project, and any other cost.
- Identify any additional requests or needs from the City and provide additional information which you feel is pertinent to this development. Identify any additional benefits other than employment, both short and long term, the City will receive from this development.

10. COORDINATION WITH THE CITY

Contact Agency:	Housing and Community Development 2105 N. Nebraska Avenue Tampa, Florida 33602
Attention:	Sharon West
Telephone:	(813) 274-7992
Fax:	(813) 274-7745

Instructions

Please complete all sections of this Proposal Form. Return this form in a sealed envelope and mark on the outside: **Multi-family Affordable Residential Development – 22nd Street Land Assemblage. All Proposals must be received by 3:30 pm June 24, 2011 by the City of Tampa Purchasing Department, 306 E. Jackson Street, Tampa Florida 33602.**

This is a Development Proposal Form used to establish financial ability to proceed, to disclose the intended use of the real estate, and to establish the overall parameters of the Project. In the event you need more space to answer, please submit additional pages. You are encouraged to submit as much information as possible.

A. The Developer has a continuing obligation to comply with the affordable housing program requirements and federal law obligations. This obligation begins with submission of a response to this RFP and continues through construction, development and management of the Project. The obligation to comply with affordable housing guidelines is upon the Developer and not the City.

Developer is specifically advised that the City acceptance of Developer's proposal and scoring of said proposal shall not be construed as an assurance by the City that the affordable program compliance has been achieved. For example, scoring the proposal by the city is based on the materials submitted by Developer in response to the RFP. This

obligation upon Developer for all affordable housing program standards remains the responsibility of the Developer and not the City.

B. The owner will provide in a timely manner in writing all information requested by the City, or contractor for the city, including without limitation all certifications or other documentation as to the compliance of the Building(s) with the terms of an Affordability Agreement or reporting requirements of the City. The Developer will grant the City and its representatives access to the Building(s) for inspection, which shall include the right to interview tenants of the Building(s) , to review tenant applications and financial information submitted to the Developer, and to review information including, without limitation the Developers books and records relating to the Building(s) upon a minimum of three days advance notice.

The City will require annual financial statements on the operating of the property which will be reviewed by a third party agency.

C. The Developer agrees to pay to the City an annual fee throughout the Compliance Period for monitoring compliance with the terms, conditions and obligations contained herein in the amount of \$750.00 per year.

11. CONFLICT OF INTEREST

The City requires that the Proposers provide professional, objective, and impartial advice and at all times hold the City's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Proposers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the City, or that may reasonably be perceived as having this effect. If the City, in its sole discretion, determines that a conflict of interest exists, such Proposer shall not be considered for award of this Contract. Failure to disclose said situations may lead to the disqualification of the Proposer or the termination of its Contract.

Any such interests on the part of the Proposer or their employees, must be disclosed in writing to the City under Section II. General Conditions, Section 3. Content of Proposals, Tab 4. Section I. Scope of Services. Also, the Proposer is aware of the conflict of interest laws of the State of Florida, and agrees that they shall fully comply in all respects with the terms of said law. Any proposer awarded this Contract for consulting services shall be disqualified from subsequently providing goods or services resulting from or directly related to the Proposer's consulting services under this Contract.

SECTION II. GENERAL CONDITIONS

1. GENERAL INFORMATION

1.1 Proposal Due Date. Sealed proposals will be received no later than the date and time indicated on page one of this document. Proposals will not be accepted after this time.

The City is not required to seek proposals for this service; it has chosen to do so in its best interest. In so doing, however, the City is not bound to award to the lowest monetary Proposer. The City reserves the right to seek new proposals when such is reasonably in the best interest of the City.

The City will not accept incomplete Request for Proposals.

1.2 Addendum and Amendment to RFP. If it becomes necessary to revise or amend any part of this RFP, the City will provide notification of the Addendum to all prospective Proposers who received an original RFP The City will not accept incomplete proposals.

It will be the responsibility of the Proposer to contact the City prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return the executed addenda with the proposal.

1.3 Florida Public Records Law. In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Proposers should be aware that the RFP and all responses thereto are in the public domain and are available for public inspection. The Proposers are requested, however, to identify specifically any information contained in their bids/proposals which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this 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 contract will become the exclusive property of the City. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC

DISCLOSURE" with your firm's name and the proposal number marked on the outside. The City will not accept bids/proposals when the entire proposal is labeled as exempt from public disclosure.

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your proposal as exempt from public disclosure, Proposer agrees to defend the City of Tampa (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the City of Tampa (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as exempt from public disclosure.

Note: Acknowledgement of the Florida Public Records Law must be submitted with the proposal, under Section I. General Conditions, Section 3. Content of Proposal, Tab 2.

1.4 City Of Tampa Ethics Code. The Bidder 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 Bidder responding to this Invitation to Bid or Request for Proposal 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 effecting any such contract or obligation. The Awardee shall ensure that no City employee receives any such benefit or interest as a result of the award of this Invitation to Bid or Request for Proposal. (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 below: http://www.tampagov.net/appl_Message_Center/external.asp?strServiceID=246

Tampa's municipal codes are published online by the Municipal Code Corporation.

Printed copies of the Ethics Code can be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

1.5 Hold Harmless. The Successful Proposer 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 Proposer, its agents or employees, in the execution or performance of the obligations assumed under, or incidental to, the contract into which the Successful Proposer and the City will enter, except when caused solely by the fault, failure or negligence of the City, its agents or employees.

1.6 Warranties and Guarantee. The City of Tampa will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the products offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the proposal.

The material(s) supplied shall be guaranteed to be free from defect of composition, conception and workmanship for a minimum period one-year from the date of installation and final acceptance by the City. Any parts or portions found not in accordance with this RFP will be rejected by the City and returned to the Successful Proposer at the Successful Proposer's expense for immediate replacement.

1.7 Copyrights and Patent Rights. Proposer warrants that there has been no violation of copyrights, patent or other proprietary rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and Successful Proposer agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

1.8 Laws, Codes and Ordinances. The Successful Proposer shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

1.9 Assignment and Sub-Contracting. No Awardee shall assign the award or any rights or obligations there under without the written consent of the City. In the event of such approved Sub-Contracting, the Awardee agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached Schedule of Sub-Contracting forms, with the proposal response.

("Schedule of All Sub-Contractors/Consultants/Suppliers Solicited" MBD 10 and "Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized" MBD 20).

Subcontractor shall be defined as: a business enterprise, firm, partnership, corporation, consultant or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the City/City's representative.

Supplier shall be defined as: a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the City/City's representative. A Supplier may be a regular dealer, distributor or manufacturer.

1.10 Incurred Expenses. The City is not responsible for any expenses which Proposers may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs associated with travel, accommodations, interviews or presentations of proposals.

1.11 Proposals Binding. All proposals submitted shall be binding for 180 calendar days following the opening.

1.12 Non-Discrimination in Contracting and Employment. The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa (City).

The Successful Proposer shall comply with the following Statement of Assurance:

During the performance of this Contract, the Successful Proposer herein assures the City, that said Successful Proposer is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Successful Proposer does not on the grounds of race, color national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Successful Proposer's employees or applicants for employment.

The Successful Proposer understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered material breach of this Contract. Furthermore, the Successful Proposer herein assures the City that said Successful Proposer will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

The Successful Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this Contract. The Successful Proposer further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5, as enacted by Ordinance No. 2008-89."

For additional information contact the Minority Business Development Office at 813/274-5543 or 813/274-5522. http://www.tampagov.net/dept_minority_business_development/

1.13 Equal Opportunity. The City of Tampa hereby notifies all Bidders that all eligible businesses, including Small Local Businesses Enterprises (SLBEs) will be afforded a full opportunity to participate in any award made by the City of Tampa pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, sex, or national origin. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

1.14 Governing Law/Venue. The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.

1.15 Compliance with Laws. The Successful Proposer shall comply with all applicable laws, ordinances, and codes of the State of Florida, Hillsborough County, and the City of Tampa. It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.

1.16 The City will utilize the services of an agency to conduct a comprehensive financial assessment of each project, coordinate loan closing, if appropriate construction management and servicing of loans under the RFP.

1.17 Successful applicants applying for loan funds will be required to provide a loan commitment fee of 1.5 percent to cover the cost associated with coordinating and conducting the loan closing, plus all third party costs.

1.18 Fee Disclosure - Developer fee and general contractor fee must be disclosed. In the event the developer fee and/or general contractor fee are/is not disclosed on the Development Cost Pro forma, the City will assume that these fees will be the maximum allowable under this RFP and will add the maximum amount(s) to Total Development Cost. If an Applicant lists a developer fee or general contractor fee that exceeds the industry standards, the City will adjust the fee to the maximum allowable.

1.19 Developer/Contractor Fees - A developer fee shall not exceed 12 percent for the construction of the project. A contractor fee shall not exceed 8 percent of the firm construction cost of the project.

1.20 Funding Commitment - successful applicant will have (30) days from Council approval to produce a firm financial commitment from a lender for the project, when financing from a commercial lender is included as part of the proposal. The firm commitment will include: funding terms, specific interest rate for construction and permanent loans, signature of all parties, including acceptance by the applicant, name address and telephone number of loan officer.

2. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

2.1 To ensure fair consideration for all Proposers, the City prohibits prospective Proposers' communication with any department or employee during the submission process. Questions relative to the interpretation of specifications or the proposal process shall be addressed to the City during the pre-proposal conference.

Additionally, the City prohibits communications initiated by a Proposer with any City official or employee evaluating or considering the proposals 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 proposal. Communications so initiated by a Proposer may be grounds for disqualifying the offending Proposer from consideration for award of the proposal and/or any future proposal.

3. CONTENT OF PROPOSALS

3.1 Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the proposal. **Failure to follow these instructions could result in your proposal being disqualified.**

3.2 Provide one original proposal marked "original", one electronic version on CD or disk and five complete copies marked "copy" for the Evaluation Committee. If applicable, provide one redacted copy of the proposal with the original following the instructions stated under Section I. General Conditions, Section 1. General Information, Subsection 1.3 Florida Public Records Law.

In order to insure a uniform review process and to obtain the maximum degree of comparability, do not use three ring binders to submit the proposal, however, it is required that proposals be organized and fasten or bound in the following manner and identified with tabs:

- **Title Page.** Type the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the title of the RFP.
- **Table of Contents.** Include a clear identification of the written material by section and by page number.
- **Tab 1. Addenda.** Include a copy of the addendum, or addenda associated with the RFP, if applicable. Incomplete proposals will not be considered.
- **Tab 2. Florida Public Records Law.** Include a written acknowledgement of the Florida Public Records Law requirements from Section II. General Conditions, Section 1. General Information, Subsection 1.3.
- **Tab 3. Response to Proposal.** Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in Section I. Scope of Services.

- **Tab 4. Section I, Scope of Services.** Include all the requirements and/or documentation requested under Section I. Scope of Services.
- **Tab 5. References.** Include a reference list of at least three clients to whom the Proposer has provided services similar to those being proposed to the City. This list will include the following information:

Name of Client
Date of Services
Address
Contact Person
Telephone Number
Email Address

- **Tab 6. General Statement of Experience.** Include a written, verifiable statement of experience in providing and managing similar services. If the Proposer does not possess an experience similar to the services required, Proposer shall provide any pertinent information or experience Proposer feels may qualify Proposer for consideration of award.
- **Tab 7. Operational Plan.** Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the Proposer. This description should fully and completely demonstrate the Proposer's intended methods for servicing the requirements. Proposers are also encouraged to provide any other pertinent information that will assist the City in evaluating the proposed method of operation.
- **Tab 8. W/MBE Participation.** 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 encouraging 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, 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 Ardail Allen C.C.A., W/MBE Specialist at (813) 274-5542.
- **Tab 9. SLBE Participation Goal.** In an effort to promote increased opportunities for Small Local Business Enterprise (SLBE) participation, the City has determined that a rating preference shall be awarded to City-certified SLBE firm(s) when evaluating and scoring their proposal. There shall be five bonus points given under the evaluation process for a City of Tampa certified SLBE firm that submits a proposal that is the primary Proposer. The primary Proposer must be SLBE certified prior to the opening date and time of the RFP and must submit a copy of their SLBE Certificate in the proposal.

To learn more about the City's SLBE Program or to obtain a SLBE application to become certified prior to submitting a proposal, go to the City's website at www.tampagov.net, go to "Select a Department" and select Minority Business Development; or you can contact Ardail Allen C.C.A., W/MBE Specialist at (813) 274-5542. The current listing of certified SLBE firms registered with the City of Tampa is also available by following the steps above and selecting Publications to view the City-certified SLBE Companies."

- **Tab 10. Sub-Contracting Forms.** Under Section II. General Conditions, Section I. General Information, Subsection 1.9 Assignment and Sub-Contracting, the following must be submitted:

Schedule of Sub-Contracting forms:
Form MBD 10 - Schedule of All Subcontractors/Consultants/ Suppliers Solicited.
Form MBD 20 – Schedule of Subcontractors/Consultants/Suppliers to be Utilized.

- **Tab 11. Proposal Form.** Submit an all-inclusive cost statement. Provide a detailed cost statement for providing the services indicated in Section I. Scope of Services. Itemize fees, expenses and any optional costs separately.
- **Tab 12. Bidder's Affirmation.** Complete and have notarized the Bidder's Affirmation form provided in the RFP Package. This form must be signed by an authorized representative of the firm as defined below.
- **Tab 13. Proposal Signature Form.** Complete the Proposal Signature form provided in the RFP Package. This form must be signed by an authorized representative of the firm as defined below:

When Proposer is a corporation, 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. The proposal shall also bear the seal of the corporation attested by its corporate secretary.

When the Proposer is a partnership, the proposal 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 Proposer is an individual or sole proprietorship, the proposal shall be signed by the individual owner, stating name and style under which the Proposer is doing business.

If the Proposer is doing business under a fictitious name, the Proposer must submit a copy of Certificate of Registration with the Florida Secretary of State.

When the Proposer is a joint venture, each joint venturer must sign the proposal as hereinabove indicated.

CRA Special Instructions - Local Labor Force Initiative

Planned funding for this project is Tax Increment Financing (TIF) generated by the East Tampa Community Redevelopment Area (CRA). To the extent that Bidders (including subcontractors) hire additional persons to perform activities on this project, the City of Tampa encourages efforts to hire and utilize qualified individuals that reside within the East Tampa CRA. Boundaries of the East Tampa CRA are depicted at http://www.tampagov.net/dept_economic_and_urban_development/programs_and_services/Community_redevelopment_areas/East_Tampa/Boundary_map.asp.

Assistance in identifying and recruiting potential qualified individuals may be obtained from the following sources:

Ernest Coney, Jr., Chief Operations Officer
CDC of Tampa, Inc.
1907 E. Hillsborough Avenue, Suite 100
Tampa, FL 33610
(813) 231-4362 ext. 312
Fax (813) 231-4680
www.CDCofTampa.org

Workforce Tampa
9215 N. Florida Avenue
Tampa, FL 33612
(813) 930-7597
Fax: (813) 930-7486

The Contractor and its subcontractors are also encouraged to utilize other resources as applicable and available, such as, state or local employment services or schools, targeting minority persons, women, and veterans.

At the Pre-construction Conference, the Contractor shall provide a report on its activities and successes related to this initiative. Report shall include information from the Contractor and its Subcontractors identifying:

- Existing employees that reside in the East Tampa CRA. (These employees may, or may not, be expected to be utilized on this project.)
- Anticipated additional employees hired for this project that reside within the East Tampa CRA.
- Planned payroll for the project utilizing U.S. Department of Labor Payroll Form (OMB 1215-0149) with East Tampa CRA residing employees denoted and provided for both Contractor and Subcontractors.

With each monthly pay request, workforce forms shall be completed and updated to reflect any changes in personnel utilized for the project.

The City may request additional information to understand efforts made in the recruitment and hiring of individuals from the East Tampa CRA and for verification of individuals reported as residents of the CRA. Nothing in this initiative is intended to require the replacement of existing employees planned for use on this project.

4. EVALUATION OF PROPOSALS

A Proposal Evaluation Committee shall be established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals to ensure they are complete and meet the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal. **This is a NEW construction project. The City reserves the right to interview and consider proposals scoring a minimum of 85 points.**

Upon project eligibility determination, the Evaluation Committee shall review and rank each proposal based upon the evaluation criteria as set forth in this RFP. All Proposals submitted shall be evaluated by the Committee and shall be ranked by the criteria provided in this RFP, including the following:

- **Organizational Capacity and Experience (20 points).** Proposals will be evaluated based on the financial and staff capacity to complete projects in timely and efficient manner, while providing high quality workmanship and organization. Provide examples of successful completed projects.
- **Project Description (15 points).** Describe projects, scope of work and number of units to rehabilitate. Projects must benefit households earning up to 120% AMI. 50% of the units must be set aside for households earning at or below 50% AMI. **Project must consist of 45-54 units.**
- **Job Creation (5 points).** Emphasis shall be placed on projects that provide for job creation and retention using local labor pools.
- **Green Design Standards (5 points).** Proposer(s) shall receive scores up to 5 points based upon those who will offer sustainable building practices.
- **Small Local Businesses/Minority (5 points).** Proposer(s) shall receive scores up to 5 points based upon the organization's use of local small businesses and minority contractors.
- **Project Readiness (20 points).** Proposers that demonstrate they are ready to proceed shall be awarded up to 30 points. Evidence of readiness to proceed includes, but is not limited to, having a Site plan, construction budget and 15 year pro-forma including sources and uses of all funds. Project should be ready to begin within 30 days of the award of contract. Site is owned by City and may be considered part of award. Zoning is approved for 50 units. Environmental assessment must be completed prior to construction and funding. **Projects will be evaluated based on the Proposer's capacity to complete the project and expend the funds by December 31, 2012 .**
- **Leveraged Funds (25 points).** Proposers shall receive up to 10 points for demonstrating other funds are available to match grant funds. **Identify all amounts and sources of funds and timing of receiving private financing or 4% tax credits.**
- **Financial Capacity (10 points).** Proposers shall receive up to 10 points for demonstrating the capacity to provide funding up front and be reimbursed for all work performed. Please provide financial statements as attachments.

The City reserves the following rights to:

4.2 Conduct pre-award discussion and/or pre-award/contract negotiations with any or all responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Proposers prior to selection; and make investigations of the qualifications of Proposers as it deems appropriate, including, but not limited to, a background investigation conducted by the Tampa Police Department or any other law enforcement agency.

4.3 Request that Proposer(s) modify its proposal to more fully meet the needs of the City or to furnish additional information as the City may reasonably require.

4.4 Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.

4.5 Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.

4.6 Process the selection of the successful Proposer without further discussion.

4.7 Waive any irregularity in any proposal, or reject any and all proposals, should it be deemed in its best interest to do so. The City shall be the sole judge of Proposers' qualifications and reserves the right to verify all information submitted by the Proposers. The proposal selected will be that proposal which is judged to be the most beneficial to the City.

4.8 Financial Statements. The City reserves the right to request that Proposers submit their annual financial statements for the last three fiscal years, including company financial statement summaries, certified by a Certified Public Accountant. If the organization has been in business for a period of less than three years, Proposers may be required to submit a detailed business plan in addition to any pertinent information that would allow the City to evaluate the sufficiency of financial resources and the ability of the business to successfully perform the services enumerated in the contract. Unless otherwise stated, such requests would be made after the submission of the proposals and prior to award of a contract.

5. CONTRACT REQUIREMENTS

5.1 Basis of Award. A contract will be awarded to the most responsible and responsive Proposer whose proposal meets the needs of the City to the best degree.

5.2 Award/Contract Term. The period of the contract shall be for _____ from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for _____ additional _____ periods.

5.2.1 Supplemental Unilateral Renewal Periods. The City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the City's intent to renew shall be provided by the City in writing to the Awardee prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

5.3 Non-Appropriation Of Funds. In the event no funds or insufficient funds are appropriated for expenditures under this award, the City will notify the Successful Proposal in writing of such occurrence and the award shall terminate without penalty or expense to the City on the last day of the fiscal year in which sufficient funds have been appropriated.

5.4 Award Termination. When deemed to be in the best interest of the City, the City may cancel any award resulting from this specification by the following means:

10-day written notice with cause; or

30-day written notice without cause.

5.5 Addition/Deletion. The City reserves the right to add to or delete any service/item from this proposal or resulting agreements when deemed to be in the best interest of the City.

5.6 Proposal Prices. Prices quoted in the proposal shall include any and all shipping costs, shipped F.O.B. Tampa, FL, or to the facility location specified by the requestor or the purchase order.

All taxes of any kind and character payable on account of the work done and materials furnished under the contract shall be paid by the contractor and shall be deemed to be included in the proposal. The laws of the State of Florida provide that sales tax and use taxes are payable by the Contractor upon the tangible personal property incorporated in the work and such taxes shall be paid by the Contractor and shall be deemed to have been included in the proposal. The City is exempt from all State and Federal sales, use and transportation taxes.

Proposal prices include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment or process, to be performed under the contract, and shall indemnify the City, its officers, agents, and employees for any costs, including

litigation costs and attorneys' fees through the appellate process, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

5.7 Government Purchasing Council. Hillsborough County Government Purchasing Council members may, at their discretion or option, utilize this bid as they require. Estimated quantities for Hillsborough County GPC members have not been included in the Bid Response form. Purchases by these entities may increase the value of the award. A list of the members of the GPC is contained within this bid document.

5.8 Use Of State Contract, GPC, Or Cooperative Purchasing Bids. The City of Tampa reserves the right to utilize applicable State of Florida Contracts, GPC Bids, or those contracts of any other federal, state, or local governmental entity under the terms of a bid submitted to such entity, provided that such contract is procured in compliance with the procuring entity's law, bylaws, regulations, or ordinances regarding competitive solicitation, which must provide for full and open competition for any items covered by this specification when the use of same is in the best interest of the City of Tampa.

5.9 Laws, Codes And Ordinances. The Successful Bidder shall comply with any applicable requirements of Federal, State, County and City laws, Codes, Ordinances, Regulations and Rules of the City of Tampa as amended from time to time.

5.10 Payment. Full payment will be made by the City after receipt and acceptance of materials/services, invoices, Sub-Contractors/Consultants/Suppliers Payments form, and normal processing time--approximately 30 days in total. The City does not pay service charges on late payments; however, the City is subject to Florida's Prompt Payment Act. (See Section 218.70 - 218.79, Florida Statutes.) Bidders that accept Visa/Mastercard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at acctspayable@tampagov.net

5.11 Minimum Wage Amendment. The Awardee shall comply with the minimum wage requirements as required in the Constitution of the State of Florida as amended.

The rate of wages for all persons employed by the Awardee on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188) enacted August 20, 1996.

5.12 Invoicing. The Awardee shall furnish the City complete itemized invoices for work performed. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this bid/proposal itemizing parts, labor hours, materials, etc. The City will not accept an aggregate invoice. As part of the award process, the City may request a sample invoice. Invoices shall contain, but not be limited to the following information:

- Invoice number;
- Company Name;
- City work order number (if applicable);
- Purchase order number;
- Location and dates of work;
- Cost of work as stated on Bid Response and extended price to reflect total cost for number of times work was performed.

5.13 Default/Re-award. Any contract resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms, including the failure of the Contractor to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Purchasing. In the event a contract is cancelled because of the default of the Contractor, the Director of Purchasing may: (i) purchase the materials or services specified in this specification on the open market; or (ii) make an award to the next best Proposer and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

5.14 Convicted Vendor List (Public Entity Crime). A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 for Category Two (\$10,000.00 and greater) for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2)(a)]

6. INSURANCE REQUIREMENTS

During the life of the award/contract the Awardee/Contractor shall provide, pay for, and maintain insurance with companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better) Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. All commercial general liability insurance policies (and Excess or Umbrella Liability Insurance policies, only if applicable) shall provide that the City is an additional insured as to the operations of the Awardee/Contractor under the award/contract including the additional insured endorsement, the subrogation waiver endorsement, and the Severability of Interest Provision. In lieu of the additional named insured requirement, if the Awardee/Contractor's company has a declared existing policy which precludes it from including additional insureds, the City may permit the Contractor to purchase an Owners and Contractors Protective Liability policy. Such policy shall be written in the name of the City at the same limit as is required for General Liability coverage. The policy shall be evidenced on an insurance binder which must be effective from the date of issue until such time as a policy is in existence and shall be submitted to the City in the manner described below as applicable to certificates of insurance. The insurance coverages and limits required must be evidenced by a properly executed Acord 25 Certificates of Insurance on form. Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. Thirty days' written notice by registered or certified mail must be given to the City of any cancellation, intent not to renew, or reduction in the policy coverages, except in the application of the aggregate liability limits provisions. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by the award/contract. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof. All claims made insurance policies must provide the retroactive date on the proof of coverage.

Within ten working days of receipt of notification of intent to award, the successful Bidder/Proposer shall provide the City of Tampa Purchasing Department the required insurance on the Acord 25 certificate of insurance form. Failure to furnish by the 10th working day may disqualify Bidder/Proposer as non-responsible, unless the due date is extended by the Director of Purchasing or his Designee.

The City may waive any or all of these requirements based on the specific nature of goods or services to be provided under the award/contract.

The Awardee/Contractor will be required to provide and pay for the following:

a. Commercial General Liability Insurance shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. This coverage must be provided to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one-year following completion of work. The amount of Commercial General Liability insurance shall not be less than the amount specified.

\$1,000,000 per occurrence and a \$2,000,000 general aggregate.

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. The amount of Automobile Liability Insurance shall not be less than the amount specified.

(a) \$500,000 combined single limit each occurrence bodily injury & property damage.

(b) \$1,000,000 combined single limit each occurrence bodily injury & property damage.

The letter preceding the limits of coverage indicates the insurance required for the type of award based on Total Proposal Price.

(a) \$100,000 and under

(b) \$100,000 and over

c. Worker's Compensation and Employer's Liability Insurance shall be provided for all employees engaged in the work under the award, in accordance with the laws of the State of Florida. The amount of the Employer's Liability Insurance shall not be less than the amount specified.

Worker's Compensation: Florida Statutory Requirements

Employer's Liability:

(a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee.

(b) \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee.

The letter preceding the limits of coverage indicates the insurance required for type of award based on Total Proposal Price.

- (a) \$100,000 and under
- (b) \$100,000 and over

d. Professional or Errors and Omission Liability on an occurrence or claims made form, coverage shall cover any act or omission in the rendering of professional services pursuant to the award/contract.
\$2,000,000 per Claim/Incident

Note: All claims made forms must provide retroactive date information for all policies.

e. Excess Liability Insurance (Umbrella Policy) may compensate for a deficiency in general liability, automobile, or worker's compensation insurance coverage limits.

End of Section II

SECTION III. BIDDER'S AFFIDAVIT AND PROPOSAL SIGNATURE FORMS

BIDDER'S AFFIDAVIT

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

AFFIANT'S NAME

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Bidder in the matter at hand, as follows:

1. That the Bidder, if a natural person, is of lawful age.
2. That if the Bidder is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Bidder is operating under a fictitious name, Bidder has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Bidder has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Bidder has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Bidder has participated in any collusive, deceptive or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Bidder. The contract let under such circumstances shall be deemed invalid.
6. That the Bidder is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County or the State of Florida.
7. That no officer or employee of the City, either individually 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 award to this Bidder; nor does the Bidder know of any City officer or employee having any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the contract to this Bidder.
8. 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 AFFIANT 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

Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

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

Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

Printed, typed or stamped
Commissioned name of notary public

Printed or typed name of Affiant

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

Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

Printed, typed or stamped
Commissioned name of notary public

Printed or typed name of Affiant

**PROPOSAL SIGNATURE FORM
FOR
RFP TITLE**

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFP# XXXXXXXXXXXX, (RFP TITLE)**, in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature form must be submitted with the Proposer's written proposal and will become a part of any agreement that may be awarded. This Proposal Signature Form must be signed by an authorized representative as defined in Section II. General Conditions, Subsection 3. Content of Proposal of this RFP. **If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal 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. #: _____

Minority Business Status: Black Hispanic Woman

Is your business certified as a minority business with any government agency? Yes No. If yes, please list below:

Agency Name	Certification Number	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Signature: _____ Date: _____

End of Section III

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 subcontractor 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.

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 - 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				Sub Pay Period Ending Date
<input type="checkbox"/> Sub <input type="checkbox"/> Supplier 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) Pg ___ of ___ See attached documents

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. The 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.

Proposal Form

Contact Agency: Housing and Community Development
2105 N. Nebraska Avenue
Tampa, Florida 33602

Attention: Sharon West

Telephone: (813) 274-7992
Fax: (813) 274-7745

Instructions

Please complete all sections of this Proposal Form. Return this form in a sealed envelope and mark on the outside: **Multi-family Affordable Residential Development – 22nd Street Land Assemblage. All Proposals must be received by the City of Tampa Purchasing Department, 306 E. Jackson Street, Tampa Florida 33602.**

This is a Development Proposal Form used to establish financial ability to proceed, to disclose the intended use of the real estate, and to establish the overall parameters of the Project. In the event you need more space to answer, please submit additional pages. You are encouraged to submit as much information as possible.

1. Proposer:

List the names, addresses and telephone numbers of all parties germane to the Proposal.

<i>Name</i>	<i>Address</i>	<i>Phone ..</i>	<i>Fax</i>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
_____	_____	_____	_____

List the names, addresses and telephone numbers of all parties authorized to represent the not-for-profit, developer or individual s, such as company Officers, Attorneys, Real Estate Agents, etc.

<i>Individual</i>	<i>Agency</i>	<i>Address</i>	<i>Phone ..</i>	<i>Fax</i>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

2. Proposer’s Prior Experience:

Please identify previous experience in new construction and/or the type of development being proposed.

3. Development Intent:

Describe in detail the proposed use of this location. Include the future intended use, anticipated Project cost, and the sources of financing. Attach any drawings or plans you have to explain the proposed use and include an explanation of the timetable for developing the Project.

4. Purchase Agreement:

Please identify your Purchase offer to the City and any terms of financing including any subsidy requested. Also, include a timetable for the purchase, and any special conditions.

5. Financial Profile:

Provide a summary of the most recent personal and/or corporate financial statement. A copy of the most recent audited financial statement may be required on all proposed ownership interests. Should the ownership be in a closely held corporation, the financial statement of the stockholder may be required. Include three sources for future financial references such as banks, corporations, etc.

6. Development Schedule:

Provide timetable to execute a purchase agreement and build the Project. Successful proposers will have all financing in place within 6 months of award. Construction shall be complete and units occupied shall be complete no later than December 2012.

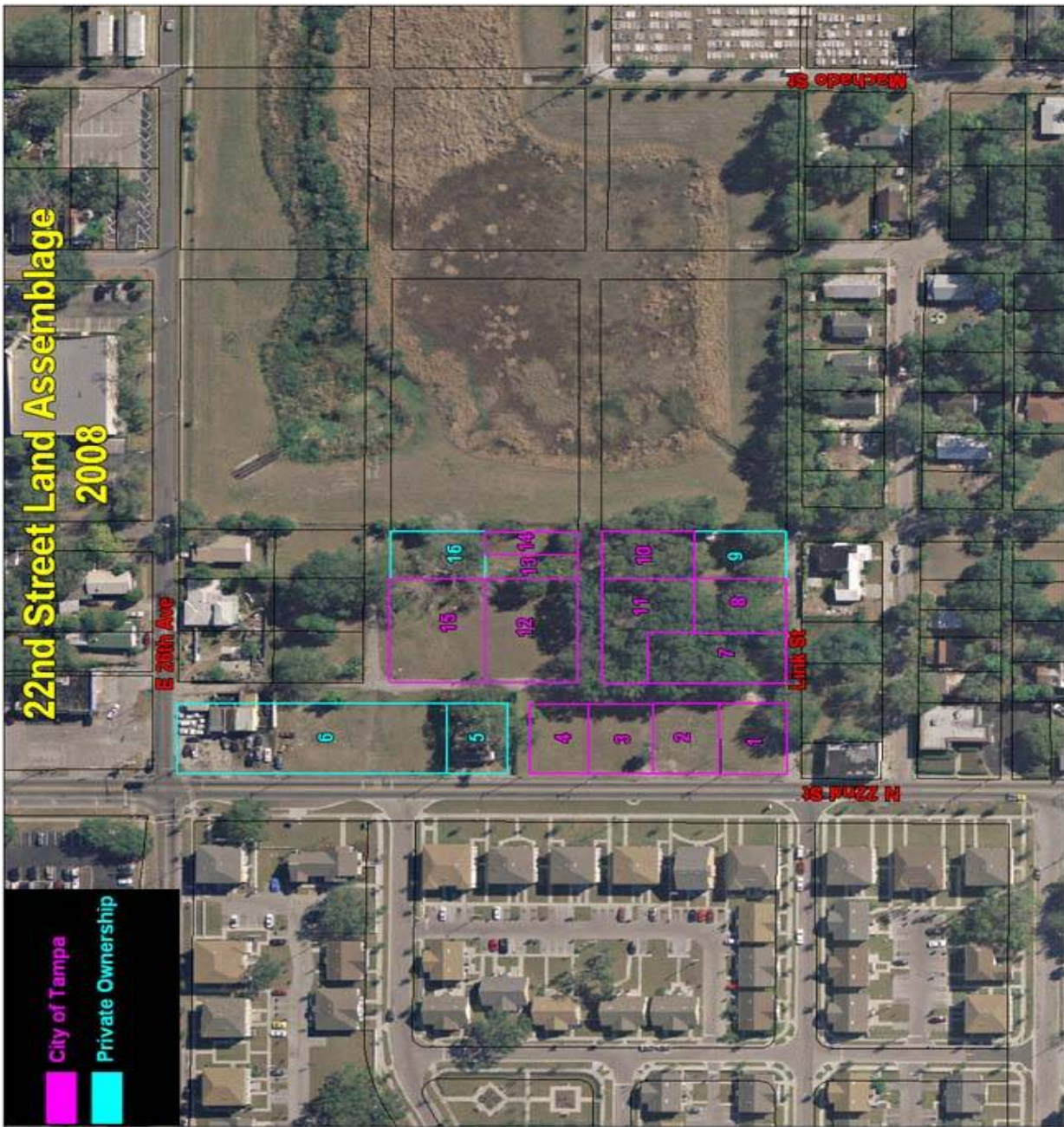
7. Project Costs:

Provide estimate of cost to build the Project improvements, equipment cost, all costs associated with any relocations necessitated by the Project, and any other cost.

8. Additional Needs:

Identify any additional requests or needs from the City and provide additional information which you feel is pertinent to this development. Identify any additional benefits other than employment, both short and long term, the City will receive from this development.

ATTACHMENT A



01	188027.0000	01	6017 sq ft
	3303 N 22nd St		70x90
	3411 34th Street LLC		
02	188028.0000	02	5972 sq ft
	3309 N 22nd St		70x90
	3411 34th Street LLC		
03	188029.0000	03	5733 sq ft
	3313 N 22nd St		70x80
	3411 34th Street LLC		
04	188031.0000	04	5268 sq ft
	3319 N 22nd St		60x90
	3411 34th Street LLC		
05	188032.0000	05	5376 sq ft
	3321 N 22nd St		60x90
	White, J A		
06	188036.0000	06	24,380 sq ft
	3335 N 22nd St		280x90
	Semper, John & Jilka		
07	188037.0000	07	8908 sq ft
	3103 Holmes St		150x60
	City of Tampa		
08	188038.0000	08	6456 sq ft
	2306 Link St		100x70
	3411 34th Street LLC		
09	188039.0020	09	5469 sq ft
	2308 Link St		100x60
	Vazquez, Jorge		
10	188044.0000	10	5563 sq ft
	2209 E 24th Ave		100x60
	City of Tampa		
11	188045.0000	11	9362 sq ft
	3115 Holmes St		L SHAPED
	3411 34th Street LLC		
12	188046.0000	12	12,360 sq ft
	3207 Holmes St		100x130
	City of Tampa		
13	188048.0000	13	2853 sq ft
	2210 E 24th Ave		100x30
	City of Tampa		
14	188047.0000	14	2727 sq ft
	2212 E 24th Ave		100x30
	3411 34th Street LLC		
15	188064.0000	15	12,620 sq ft
	3211 Holmes St		100x130
	City of Tampa		
16	188063.0000	16	5795 sq ft
	2213 E 25th Ave		100x60
	CT Venturas LLC		

Retention pond approximately equals 5.5 acres

Total proposed parcel area 2.86 acres

*sq footage measurements of the parcels are more accurate than lot dimensions

MULTI-FAMILY AFFORDABLE RESIDENTIAL DEVELOPMENT
22nd Street Land Assemblage

City Owned Lots with Legal Descriptions

Address: Lot 1: 3303 N. 22nd St.
Folio # 188027.0000

Lots 1 and 2, Block A, A.F. RANDALL'S – PLAT NO. 1, according to the map or plat thereof as recorded in Plat Book 1, Page(s) 6, Public Records of Hillsborough County, Florida (Folio #188027.0000 and 188028.0000)

Address: Lot 2: 3309 N. 22nd St.
Folio # 188028.0000

Lots 1 and 2, Block A, A.F. RANDALL'S – PLAT NO. 1, according to the map or plat thereof as recorded in Plat Book 1, Page(s) 6, Public Records of Hillsborough County, Florida (Folio #188027.0000 and 188028.0000)

Address: Lot 3: 3313 N. 22nd St.
Folio # 188029.0000

Lot 3, Block A, A.F. RANDALL'S – PLAT NO. 1 SUBDIVISION, COLLEGE HILL, according to the plat thereof as recorded in Plat Book 1, Page(s) 6, Public Records of Hillsborough County, Florida (Folio #188029.0000)

Address: Lot 4: 3319 N. 22nd St.
Folio # 188031.0000

Lot 4, Block A, A.F. RANDALL'S – PLAT NO. 1 SUBDIVISION NO. 1 COLLEGE HILL EAST TAMPA, according to the map or plat thereof as recorded in Plat Book 1, Page 6, Public Records of Hillsborough County, Florida (Folio #188031.0000)

Address: Lot 7: 3103 Holmes St.
Folio # 188037.0000

Address: Lot 8: 2306 Link St.
Folio # 188038.0000

Lot 2, Block B, A.F. RANDALL'S – PLAT NO. 1, according to the map or plat thereof as recorded in Plat Book 1, Page(s) 6, Public Records of Hillsborough County, Florida (Folio #188038.0000)

Address: Lot 10 : 2209 E. 24th Ave.
Folio # 188044.0000

Address: Lot 11: 3115 Holmes St.
Folio # 188045.0000

Lot 15 and the North ½ of Lot 16, Block B, A.F. RANDALL'S – PLAT NO. 1 SUBDIVISION NO.1 COLLEGE HILL EAST TAMPA, according to the map or plat thereof as recorded in Plat Book 1, Page 6, Public Records of Hillsborough County, Florida (Folio #188045.0000)

Address: Lot 12: 3207 Homes St.
Folio # 188046.0000

Address: Lot 13: 2210 E. 24th Ave
Folio # 188048.0000

Address: Lot 14: 2212 E. 24th Ave
Folio # 188047.0000

The East ½ of Lot 3, Block C, in A.F. RANDALL'S – PLAT NO. 1, according to the map or plat thereof recorded in Plat Book 1, Page 6 of the Public Records of Hillsborough County, Florida; all lying and being in Section 8, Township 29 South, Range 19 East (Folio #188047.0000)

Address: Lot 15: 3211 Homes St.
Folio # 188064.0000