



CITY OF TAMPA

Bob Buckhorn, Mayor

Growth Management and Development
Services

June 3, 2011

REQUEST FOR PROPOSALS (RFP) FOR MULTI-FAMILY HOUSING DEVELOPMENT UNDERWRITING SERVICES

Sealed proposals for **MULTI-FAMILY HOUSING DEVELOPMENT UNDERWRITING SERVICES, RFP #HCD060311** will be received by the Director of Purchasing, City of Tampa, until **3:30 PM July 5, 2011**, then to be opened and read aloud.

A pre-proposal conference will be held on **June 10, 2011 @ 3:00 PM** at the Housing and Community Development office, 2nd floor conference room, located at 2105 N. Nebraska Avenue, Tampa, FL 33602. The purpose of this conference is to answer questions that may arise from these proposal documents. If you are unable to attend the pre-proposal conference, questions must be submitted to Sharon West via email or fax within 24 hours of the pre-proposal conference.

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, Housing and Community Development**. Questions shall be submitted by email to Sharon.West@tampagov.net or by fax at (813) 274-7745.

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

Proposals may be mailed, express mailed or hand delivered to:

**City of Tampa Purchasing Department
306 E. Jackson Street, 2nd Floor
Tampa, FL 33602**

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.

STATEMENT OF NO PROPOSAL

If you do not intend to submit a proposal, please complete the information below and return this form to the address above with the proposal number and title clearly marked on the front of the envelope no later than the opening date indicated above.

We decline to submit a proposal for the following reasons:

- Insufficient time to respond; schedule will not permit us to perform.
- Unable to meet specifications; we do not offer this product or an equivalent.
- Unable to meet Bond, Insurance, or MSDS requirements.
- Unable to meet Affirmative Action requirements.
- Specifications unclear, too tight, or other reason.
- Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone: Number: _____ Signature: _____

306 E. Jackson St. • Tampa, Florida 33602 • (813) 274-8351 • FAX: (813) 274-8355



TABLE OF CONTENTS

SECTION I. SCOPE OF SERVICES

SECTION II. GENERAL CONDITIONS

SECTION III. BIDDERS AFFIRMATION AND PROPOSAL SIGNATURE FORMS

SECTION I. SCOPE OF SERVICES

1. PURPOSE

The City of Tampa's (City) office of Housing and Community Development (HCD) is seeking a qualified and experienced agency to provide financial underwriting services, annual project financial viability analysis and loan servicing of multi-family developments that have, or will be, receiving financial assistance from the City's using NSP, HOME, SHIP and CDBG programs funds. This agency will be responsible for accepting and evaluating pertinent financial information from each individual development and provide the following services:

- Financial underwriting. The agency will provide underwriting services for proposed multi-family projects applying to receive financial assistance from the City. Agency underwriting analysis will be provided to the City for use in project funding decisions.
- Annual financial viability analysis. The agency will review, on an annual basis, the project financial information of each multi-family project that has received financial assistance from the City. The intent of the review is to ensure the sound financial operation and sufficient cash flow of each multi-family projects to determine if there are any excess rental income, less operating expenses, to be returned to the City.
- Loan Servicing. The agency shall setup and service the loans provided to multi-family rental projects.

Financial underwriting services and annual financial viability analysis shall be provided for a period of 1 year, with 2 possible 1 year extensions.

2. BACKGROUND

The City of Tampa receives allocations of HOME Investment Partnership (HOME), State Housing Initiative Partnership (SHIP), and Community Development Block Grant (CDBG) and Neighborhood Stabilization Program (NSP) funds. The City will utilize a portion of these allocations to assist Developers seeking to provide affordable multi-family rental housing developments in the City. The proposed developments will provide long-term, affordable housing to a mix of eligible households, including low-and moderate income (up to 120% AMI).

3. GOAL

The goals of this service are to evaluate and assess funding applications using underwriting criteria, perform annual financial viability analysis, loan servicing, to perform a subsidy layering review and analysis in accordance with 24CFR401.481 and allow the City to leverage its local government contributions.

4. OBJECTIVES

The primary objectives of the project are to:

- 4.1.1** Perform a review of project costs for constructing each project in order to determine both reasonableness and eligibility.
- 4.2** Perform a review of the sources of financing for each project.
- 4.3** Perform a review of the projected profitability and financial health of each project.
- 4.4** Assist the City with the establishment of the financing and operating terms.
- 4.5** Annual financial viability analysis to determine financial stability of each project.
- 4.6** Loan servicing.

5. PROJECT REQUIREMENTS

The following major activities are necessary to meet the project goals:

- 5.1** Provide guidance in program guidelines and eligibility criteria for HCD staff and Developers.
 - 5.1.1** Prepare a Credit Approval Document ("CAD"), summarizing the terms and the structure of the loan request.

5.3 Prepare a Loan Request Analysis, offering a detailed description of the loan proposal, including project location, project history, market area information, appraisal/evaluation, environmental report, borrower, development team, financial statement analysis, sources and uses of funds, project economics, sensitivity analysis, sources of repayment, and risk comments.

5.4 Perform a credit investigation on all borrowers, summarizing findings.

5.5 Prepare a pro forma income and expense analysis and property ratios.

5.6 Prepare a sensitivity analysis, detailing the breakeven summary, maximum first mortgage at stabilization, estimated project value at stabilization, occupancy rate sensitivity, and rental rate sensitivity.

5.7 Provide a line item detail regarding the uses of funds (project costs) and identify which line items are funded by the various funding sources, including equity.

5.8 Review each proposal to determine that the various financial assistance elements meets HUD's subsidy layering requirements. Provide the City with a subsidy layering analysis.

5.9 Review, on an annual basis, the project financial information of each multi-family project that has received financial assistance from the City to ensure the sound financial operation and sufficient cash flow of each multi-family projects. Determine if there is any excess rental income, less operating expenses, to be returned to the City.

5.10 Provide loan servicing of all City of Tampa loans resulting from the financial assistance provided.

6. PROPOSER REQUIREMENTS

The Proposer must have a minimum of two years experience in underwriting debt, financial viability analysis and loan servicing for multi-family housing developments.

The Proposer shall provide a highly qualified and experienced individual to be the Project Manager/Liaison for the length of the Contract. The Project Manager/Liaison must have the necessary authorization and approval to act capably as contact between the City and Developer. The City prior to award of the contract shall approve the Project Manager/Liaison. The City shall approve any staff change of the Project Management/Liaison during the term of the contract.

7. PROPOSER SUBMITTALS

Proposers shall submit the following:

- Identify the Project Manager/Liaison and submit the resume of the person chosen to be Project Manager/Liaison to the City. The Project Manager/Liaison must be available at all times during normal business hours to assist, meet and visit the City and Developer when needed.
- Provide a list of name(s), qualifications, responsibilities and resumes of all personnel assigned to the City's projects.
- Provide the information exchange methods to be used. List your agency's systems hardware and software requirements to interface with the City, if applicable. The City shall be able to submit requests and receive responses on-line in a secure and confidential manner.
- Provide a methodology of servicing the City's account.
- Provide staff training requirements, provisions and any associated costs.
- State your start-up time upon notification of award.
- Provide samples of the reports, documents and analysis under Section 5. Project Requirements.

7.2 Provide a letter that certifies the Proposer has read, understands, and agrees to comply with applicable federal regulations governing the HOME, CDBG, NSP and SHIP programs, including, but not limited to 24 CFR Part 92 (HOME), 24 CFR Part 570 (CDBG/NSP) Florida Statutes Section 420.9070-9079 (SHIP), and Rule 67-37 of the Florida Administrative Code.

8. QUALIFICATIONS

The City reserves the right to investigate the qualifications and accomplishments of all Proposers under consideration. The City may require additional evidence of technical capabilities and other representations made in conjunction with responses to this RFP. This additional evidence may include, but it not limited to, references from Proposer's clients who received similar services.

9. MANAGEMENT

9.1 The City's Designee will be the primary contact on this project. A review team may be established to review and revise recommendations from the Successful Proposer's findings.

9.2 If, during the course of the project, the Successful Proposer makes personnel changes, the City has the right of review, acceptance, and/or reject proposed substitute(s). The proposal assessment and related approval to proceed with this work will be based on the quality and experience of the proposed resources, verification of favorable references, and the cost of the service.

10. ADDITIONAL PROVISIONS

The City shall have the right to access the Successful Proposer's financial records, profit and loss statements and work papers for the purpose of a review audit.

End of Section I

SECTION II. GENERAL CONDITIONS

1. GENERAL INFORMATION

1.1 Proposal Due Date. Sealed proposals (**one original, four complete copies and one electronic copy**) 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.

1.2 Addendum and Amendment to RFP. If it becomes necessary to revise or amend any part of this RFP, the City will furnish a revision by written Addendum to all prospective Proposers who received an original RFP.

It will be the responsibility of the Proposer to contact the Purchasing Department 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 of the Florida Statutes, and, except as may be provided by other applicable State and Federal Laws, all Proposers should be aware that the RFP and the 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 proposals which they consider confidential and/or proprietary 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 award will become the exclusive property of the City.

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 Contractor 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 agent 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 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.

1.7 Proposals Binding. All proposals submitted shall be binding for 120 calendar days following the opening.

1.8 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. During the period of this award/contract, said Awardee/Contractor agrees as follows:

(a) The Awardee/Contractor shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, national origin, sexual orientation, age, disability, familial status, or marital status. As used herein, the words "shall not discriminate" shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Awardee/Contractor agrees to, and shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the awarding/contracting officers setting forth the provisions of the EEO clause.

(b) The Awardee/Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Awardee/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, sexual orientation, age, disability, familial status, or marital status.

(c) The Awardee/Contractor shall send to each labor union or representative of workers with which Awardee/Contractor may have a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Awardee/Contractor's commitments under the City's equal employment opportunity and affirmative action ordinance and other City code or ordinance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Awardee/Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

(d) The Awardee/Contractor shall furnish all information and reports required by the City and shall permit access to the books, records and accounts of the Awardee/Contractor during normal business hours for the purpose of investigation so as to ascertain compliance with the equal employment opportunity and affirmative action ordinance and program.

(e) The Awardee/Contractor shall, specifically or by reference, include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each Subcontractor or Vendor.

(f) The Awardee/Contractor and its Subcontractors, if any, shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Awardee/Contractor and its Subcontractors.

(g) The Awardee/Contractor shall take such action with respect to any Subcontractor as the City may direct as a means of enforcing the provisions of paragraph (a) through (h) herein, including penalties and sanctions for noncompliance.

(h) A finding, as hereinafter provided, that a refusal by the Awardee/Contractor or the Subcontractor to comply with any portions of this program, as herein provided and described, may subject the offending party to the penalties provided in Sections 26.5-141 and 26.5-178 of the City Code.

2. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS.

2.1 To ensure fair consideration for all Proposers, the City prohibits prospective Proposer's 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 Purchasing Department.

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.**

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized and submitted 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. 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 3. Section I. Scope of Services.** Include all the requirements and/or documentation requested under Section I. Scope of Services, Section 7.
- **Tab 4. 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 5. 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 6. 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 7. Compensation.** Submit an all-inclusive cost statement. Provide a detailed cost statement for providing the services indicated in Section I. Scope of Services. Provide an hourly rate for proposed personnel, including any anticipated expenses to be included in the rate. Itemize fees, expenses and any optional costs separately.

The City recommends the Proposer and its staff assigned to provide services for the City to include travel expenses, if applicable, in the proposal price. If the Proposer requests separate reimbursement at the time of service, the Proposer shall comply with the City's current travel policy and per diem of Breakfast \$8.00, Lunch \$12.00, Dinner \$18.00, and mileage at 50.0 cents per mile.

- **Tab 8. Bidder's Affirmation and Declaration.** Complete and have notarized the Bidder's Affirmation and Declaration form provided in the RFP Package. This form must be signed by an authorized representative of the firm as defined below.
- **Tab 9. 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.

4. EVALUATION OF PROPOSALS

4.1 A Proposal Evaluation Committee will be established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP. All Proposals submitted will be evaluated by the Committee and will be ranked by the criteria provided in this RFP, including the following:

- Cost to the City
- Experience, Qualifications, Location
- Personnel
- References

4.2 The evaluation committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

4.3 Proposals will be evaluated and rated based on the criteria stated in this RFP, including but not limited to the following:

- 4.3.1** Responsiveness of the Proposal to the scope of work.
- 4.3.2** Ability, capacity, and skill of the Proposer to perform the scope of work.
- 4.3.3** Experience of the business and individual members of the business in accomplishing similar services.
- 4.3.4** Responses of the client references, if applicable.
- 4.3.5** Materials and informational handouts, forms, audio/visual training aids.
- 4.3.6** Such other information that may be required or secured.

4.4 The City reserves the following rights to:

4.4.1 Conduct pre-award discussion and/or pre-award 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 the Proposer as it deems appropriate, including, but not limited to, a background investigation conducted by the Tampa Police Department or any other law enforcement agency.

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

4.4.3 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.

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

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

4.4.6 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.

4.5 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. Unless otherwise stated, such requests would be made after the submission of the proposals and prior to award.

5. CONTRACT REQUIREMENTS

5.1 Basis of Award. An award will be made to the most responsible and responsive Proposer whose proposal meets the needs of the City to the best degree.

5.2 Contract Term. The period of the contract shall be for a one year from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for two additional one-year periods.

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 Assignment. No Proposer shall assign his proposal or any rights or obligations thereunder without the written consent of the City. In the event of such approved subcontracting, the Contractor agrees to provide the City with written documentation relative to the subcontractor(s) employed in this award, including but not limited to the subcontractor's W/MBE and Equal Employment Opportunity/Affirmative Action status.

5.7 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 award 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 Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor 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 award, 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.

5.8 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 bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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, the Awardee/Contractor shall provide, pay for, and maintain insurance with companies authorized to do business in Florida, with a A.M. best rating of B+ (or better) Class VI (or higher), or otherwise be acceptable to the City if not rated by A.M. Best. The general liability policy shall provide that the City is an additional insured as to the operations of the Provider under the Contract and also shall provide the Severability of Interest Provision. In lieu of the additional named insured requirement, if the Awardee's company has a declared existing policy which precludes it from including additional insureds, the City may permit the Awardee 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 properly executed Certificates of Insurance on forms that are to be furnished by the City. Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate. Thirty 30 days' written notice by registered or certified mail must be given 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 contract. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof.

Within ten working days of receipt of notification of intent to award, the Successful Proposer shall provide the City of Tampa Purchasing Department the required insurance on the City Insurance Form. Failure to furnish by the 10th working day may disqualify Proposer as non-responsible, unless the due date is extended by the Director of Purchasing or 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 contract.

- a. **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:

- \$1,000,000 BI by accident and each accident
- \$1,000,000 BI by disease policy limit
- \$1,000,000 BI by disease each employee

These amounts apply except as otherwise exempt by Florida State Statute.

b. **Commercial General Liability Insurance** shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. 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.

c. **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 BI & property damage.

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

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

End of Section II

SECTION III. BIDDER'S AFFIRMATION AND DECLARATION AND PROPOSAL SIGNATURE FORMS

BIDDER'S AFFIRMATION AND DECLARATION

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 (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

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
MULTI-FAMILY HOUSING DEVELOPMENT UNDERWRITING SERVICES**

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFP# _____, MULTI-FAMILY HOUSING DEVELOPMENT UNDERWRITING SERVICES**, 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 the RFP. **If the Proposal Signature Form is not signed by an authorized representative and 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. #: _____

Authorized Signature: _____ Date: _____

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 |
|-------------|----------------------|-----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

AFFIRMATIVE ACTION. This section applies only to bids over \$10,000.00. In order to comply with the City of Tampa Equal Employment Opportunity and Affirmative Action Ordinance, said company **(please check the appropriate box)**:

[] is submitting with this bid [] has submitted prior to this bid

to the City of Tampa Purchasing Department one of the following: (Please check the appropriate box below and attach the appropriate documents.)

[] An Affirmative Action Program to be approved by the City.

[] Proof of Certification of Compliance stating that said company already has a governmental (Federal, State, City of Tampa, etc.) approved or federally court ordered Affirmative Action Program.

[] Appropriate documentation that the company's workforce reflects the local labor pool demographics.

[] Said company is exempted, because the bid is \$50,000.00 or less and the company employs fewer than 15 employees. Please submit a UCT-6W (Quarterly Wage and Earning Report) or a computerized wage statement.

Contact Person for questions concerning Affirmative Action:

Name: _____ Telephone Number: _____

Number of Employees: _____ Fax Number: _____

Authorized Signature: _____ Date: _____

End of Section III