

REQUEST FOR PROPOSAL
FOR
NEIGHBORHOOD STABILIZATION PROGRAM 3 - RESALE

RFP11-0225/TM



Issued By:
Purchasing and Materials Management Division
City Hall at One City Commons
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
(407) 246-2291
Fax (407) 246-2869
Website: <http://www.cityoforlando.net/admin/purchasing/index.htm>

Date of Issue: Thursday, August 25, 2011
Due Date/Time for Receipt of Proposals: **Wednesday, September 28, 2011 @**
2:00 p.m., Local Time, City of Orlando, FL

REQUEST FOR PROPOSAL INFORMATION

The Purchasing and Materials Management Division is the official source to obtain information relating to City of Orlando solicitations. It is incumbent on the Proposer to obtain solicitation and current award information prior to and after the scheduled opening date of a Request for Proposal. Information is updated daily as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a Request for Proposal. You may obtain award and other solicitation information in a variety of ways:

1. There are currently two Internet sites available to obtain RFP Selection Committee rankings, Notice of Intended Action for award, and other information:

A. The City of Orlando Purchasing and Materials Management Division's Website:

<http://www.cityoforlando.net/admin/purchasing/solicitations.htm>

If you are interested in obtaining solicitation information, copy and paste the above link into your web browser and click on **View Current Bids**. Please remember that you must keep your registration information up to date in order to continue to receive notifications of bidding opportunities that meet your commodity code selections.

B. Direct link to eSupplier VendorLink Website:

<https://esupplier.cityoforlando.net/vendor/common/default.aspx>

You may also access the same solicitation information by visiting the City's eSupplier VendorLink website directly by copying the above link in your web browser.

2. You may visit the Purchasing and Materials Management Division to obtain award information, solicitation packages, addendums, and other documents. Our office is located at:

City of Orlando Purchasing and Materials Management Division
City Hall at One City Commons, Fourth Floor
400 South Orange Avenue
Orlando, Florida 32801

3. You may also call the Purchasing and Materials Management Division at (407) 246-2291, during normal business hours, to request award and other solicitation related information.

We appreciate your interest in doing business with the City Beautiful and wish you much success with your business ventures.

TABLE OF CONTENTS

	Page
1.0 DESCRIPTION OF PROJECT	5
2.0 BACKGROUND, RULES, AND DEFINITIONS.....	5
3.0 TERM OF CONTRACT	9
4.0 PROPOSAL SCHEDULE.....	9
5.0 MANDATORY MINIMUM QUALIFICATIONS.....	10
6.0 SCOPE OF SERVICES FOR THE ACQUISITION, REHABILITATION AND RESALE OF QUALIFIED HOMES	10
7.0 PRE-PROPOSAL CONFERENCE.....	14
8.0 PROPOSAL DUE DATE AND TIME	15
9.0 PROPOSAL PREPARATION AND FORMAT	16
10.0 REQUIRED PROPOSAL SUBMITTALS	17
11.0 DELIVERY OF PROPOSALS	21
12.0 EVALUATION CRITERIA.....	22
13.0 PROPOSAL ADVISORY COMMITTEE AND EVALUATION PROCESS	23
14.0 QUESTIONS REGARDING SOLICITATION OR PROPOSAL PROCESS	24
15.0 ADDITIONAL INFORMATION	25
16.0 ADDENDUM TO REQUEST FOR PROPOSAL	26
17.0 APPLICABLE LAW	26
18.0 CONTRACT	26
19.0 RIGHT TO AUDIT RECORDS.....	26
20.0 PUBLIC ENTITY CRIMES	27
21.0 PROMPT PAYMENT ACT.....	27
22.0 DISPUTE RESOLUTION	27

23.0	PROPOSER’S GUARANTEE.....	27
24.0	INSURANCE / PERFORMANCE BONDS	28
25.0	FLORIDA SALES TAX	29
26.0	DRUG-FREE WORKPLACE CERTIFICATION	30
27.0	AMERICANS WITH DISABILITIES ACT	30
28.0	FOREIGN CORPORATION	30
29.0	SUBCONTRACTORS	30
30.0	LIVING WAGE POLICY	30
31.0	MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES; STRENGTHEN ORLANDO	31

EXHIBITS AND ATTACHMENTS

EXHIBIT “A” – CITY OF ORLANDO INCOME GUIDELINES, 2011	32
EXHIBIT “B” – NEIGHBORHOOD STABILIZATION PROGRAM 3 TARGETED AREA.....	34
EXHIBIT “C” – CITY OF ORLANDO HOUSING REHABILITATION STANDARDS NEIGHBORHOOD STABILIZATION PROGRAM 3.....	36
EXHIBIT “D” – LONG TERM AFFORDABILITY TABLE.....	45
ATTACHMENT “A” – PRE-PROPOSAL CONFERENCE ATTENDANCE NOTIFICATION FORM.....	47
ATTACHMENT “B” – PROPOSER’S CERTIFICATION.....	49
ATTACHMENT “C” – ADDENDUM RECEIPT VERIFICATION	51
ATTACHMENT “D” – REFERENCES.....	53
ATTACHMENT “E” – QUESTIONS REGARDING SOLICITATION OR PROPOSAL PROCESS FORM.....	55

**REQUEST FOR PROPOSAL FOR
NEIGHBORHOOD STABILIZATION PROGRAM 3 - RESALE**

1.0 DESCRIPTION OF PROJECT:

The City of Orlando’s Housing and Community Development Department (HCD) is sponsoring this Request for Proposals (RFP) to select a group of proposers to acquire, rehabilitate and resell qualifying single family homes under the federal Neighborhood Stabilization Program. A Proposer for this solicitation (Proposer) must be a 501 (c) (3) organization and have actively been in business for two (2) years. This Request for Proposal seeks to identify Proposers who demonstrate the experience, qualifications, and capacity to administer this activity for the reasonable Direct Activity Delivery Cost, as herein defined. The City of Orlando intends to select and enter into a contract (Contract) with each of the top three (3) ranked Proposers under this RFP. Selected Proposers shall be deemed to be sub-recipients under the Neighborhood Stabilization Program 3 and CDBG regulations and shall comply with all requirements applicable to sub-recipients and shall be subject to the supervision and oversight of HCD in carrying out this activity.

2.0 BACKGROUND, RULES, AND DEFINITIONS:

A. Neighborhood Stabilization Program Background

During the last few years, communities across the country have been severely impacted by mortgage foreclosures and declining property values. In response, Congress passed the Housing and Economic Recovery Act (HERA) of 2008 to help revitalize and stabilize particularly impacted communities. NSP was created from Title III of Division B of HERA and is administered by the U. S. Department of Housing and Urban Development (HUD). The purpose of NSP is to provide targeted assistance to state and local governments to acquire and redevelop abandoned and foreclosed homes, and residential properties that might otherwise become sources of blight within their communities. As the housing market continued to decline, Congress approved the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act) with an additional allocation of funds for assistance under a new program, the Neighborhood Stabilization Program 3 (NSP3). Information about the NSP3 is located in the October 19, 2010 issue of the Federal Register and can be accessed online via the following link:

http://www.hudnsphelp.info/media/resources/NSP3Notice_October192010.pdf

The central purpose of NSP3 is for state and local governments to expend the NSP3 funds on eligible activities in a prescribed period of time. HUD requires that local governments expend their entire NSP3 allocation as follows: 50% within two years from March 9, 2011 the date HUD signed the grant agreement with the City (by 3/8/2013) and three years to expend the entire allocation which is March 8, 2014.

Through NSP3, HUD has allocated One Billion Dollars to state and local governments nationwide. These funds are to be treated as Community Development Block Grant (“CDBG”) funds and are considered a Special Allocation. Of the One

Billion Dollars, Three Million Ninety Five Thousand One Hundred Thirty-seven Dollars (\$3,095,137.00) has been allocated to the City of Orlando. All activities funded by the NSP3 must benefit low, moderate or middle income individuals whose incomes do not exceed one hundred twenty percent (120%) of the area median income. In addition, HUD requires that twenty-five percent (25%) of the City's NSP3 funds must be used for serving individuals/families whose incomes are fifty percent (50%) or below the area median income. A chart with the 2011 Orlando metropolitan area median income is attached as Exhibit "A" City of Orlando Income Guidelines, 2011.

At its February 7, 2011 meeting, the Orlando City Council approved its Substantial Amendment to the City's FY 2010/11 Annual Action Plan (Substantial Amendment). The plan for expending the City's total NSP3 grant allocation is included in the Substantial Amendment to the Annual Action Plan submitted to HUD on February 28, 2011 by the City of Orlando. The complete NSP3 Substantial Amendment can be accessed via the following link: www.cityoforlando.net/housing. This amendment allocated the NSP3 funding as follows: Purchase/Rehabilitation/Sale – Two Million Eleven Thousand Eight Hundred Thirty Nine Dollars (\$2,011,839.00); Purchase/Rehabilitation/Rent – Seven Hundred Seventy Three Thousand Seven Hundred Eighty-five Dollars (\$773,785.00); and administration – Three Hundred Nine Thousand Five Hundred and Thirteen Dollars (\$309,513.00). This RFP is for resale activities only and does not include rental or administrative activities or any dollars associated therewith.

In the NSP3 Substantial Amendment, the City proposed to allocate the funds through a competitive process to Proposers to help stabilize Orlando neighborhoods with acquisition and rehabilitation of single family homes to arrest decline in home values, reduce or eliminate vacant and abandoned residential property, restore stability, and preserve and strengthen these neighborhoods. During the period ending June 30, 2011, the City of Orlando identified over 1393 homes that were in some stage of foreclosure in Orange County. In the City of Orlando, the foreclosures have been concentrated in several census block groups.

In determining the target area, the City relied on data provided by HUD including rates of sub-prime lending, predicted foreclosure rates, unemployment rates and vacancy rates. HUD's data was available at the HUD mapping tool web site.

Given the limited amount of NSP3 funds and the intent of the program to revitalize impacted neighborhoods, which requires concentrated investment, the City has chosen to target NSP3 funds to census block groups within the City of Orlando with an index score factor greater than 17. Areas with an index score of twenty (20) have the highest percentages of housing units vacant for ninety (90) days or longer, which indicates that homes are remaining on the market for long periods of time, creating a greater risk of downward pressure on overall home prices in the neighborhood.

The City has designated the following one area to focus the expenditure of its NSP3 funds:

Residential neighborhoods generally bordered within the boundaries South of Lake Underhill Road, East of Conway Road, North of Curry Ford Road, and West of Semoran Blvd.

A map of the target area is attached to this document as Exhibit “B” Neighborhood Stabilization Program 3 Targeted Area (“NSP3 Target Area”).

B. Program Rules

Since these NSP3 funds are considered CDBG funds, the statutory and regulatory provisions governing the CDBG program apply to the use of these funds unless modified by the NSP3 regulations. If HUD regulations change after the date of issuance of this RFP in a manner which affects the terms and conditions hereof, the Contracts to be entered into with the selected Proposers may be modified in accordance therewith should HCD so require. HUD has stated that the CDBG rules apply unless Dodd-Frank states otherwise. Therefore, all Proposers to this RFP must comply with all NSP3 requirements which include, but are not limited to, the following: i) HERA; ii) Dodd-Frank Act; iii) the NSP3 notice contained in the October 19, 2010 issue of the Federal Register; iv) the HUD CDBG regulations, found at 24 CFR 570; and v) the Substantial Amendment. Proposers to this RFP should read through and possess a working knowledge of HERA, Dodd-Frank Act, the NSP3 Notice, the City’s Substantial Amendment, and the CDBG regulations carefully before completing their proposals. The regulations and requirements that control NSP3 are too voluminous to state in this RFP. For the Proposers’ convenience, HCD has listed some of the definitions and concepts in this RFP. Regardless of whether contained herein or not, the selected Proposers must abide by all of the NSP3 and CDBG requirements. The HUD NSP3 website also includes a “frequently asked questions” section in which HUD posts answers to questions and provides interpretations of the NSP3 and CDBG Regulations. Proposers should read this section of the website, as the answers provide interpretations of the regulations.

In addition to the federal and state regulations, selected Proposers will also be required to comply with these additional applicable federal statutes and laws, including, but not limited to:

1. Section 3 of the U.S. Housing Act of 1968, as amended
2. Equal Employment Opportunity and related requirements in 24 CFR Section 982.53
3. Section 504 of the Rehabilitation Act of 1973
4. Americans with Disabilities Act of 1990
5. Architectural Barriers Act of 1968
6. Fair Housing Act of 1988
7. National Environmental Protection Act (NEPA)
8. Federal Audit Requirements – OMB Circular A-133
9. Federal Drug Free Workplace Requirements
10. Copeland Anti Kickback Act
11. Title VI of the Civil Rights Act
12. Lead Based Paint Regulations

C. RFP Terms and Definitions:

1. Abandoned. A home or residential property is abandoned if either (a) mortgage, tribal leasehold, or tax payments are at least 90 days delinquent, or (b) a code enforcement inspection has determined that the property is not habitable and the owner has taken no corrective actions within 90 days of notification of the deficiencies, or (c) the property is subject to a court-ordered receivership or nuisance abatement related to abandonment pursuant to state or local law or otherwise meets a state definition of an abandoned home or residential property. In addition, the City of Orlando is adding an additional requirement to the Proposers of this RFP, to constitute an abandoned home, the home must be vacant.
2. Current Market Appraised Value. The current market appraised value means the value of a foreclosed upon home or residential property that is established through an appraisal made in conformity with either: (1) the appraisal requirements of the URA at 49 CFR 24.103, or (2) the Uniform Standards of Professional Appraisal Practice (USPAP), or (3) the appraisal requirements of Federal Housing Administration (FHA) or a government sponsored enterprise (GSE); and the appraisal must be completed or updated within 60 days of a final offer made for the property by a grantee, sub-recipient, developer, or individual homebuyer. However, if the anticipated value of the proposed acquisition is estimated at \$25,000 or less, the current market appraised value of the property may be established by a valuation of the property that is based on a review of available data and is made by the City of Orlando Real Estate Division Manager.
3. Direct Activity Delivery Cost. The compensation per home that a selected Proposer will receive after Project Completion for the cost and risk of undertaking the NSP3 activity shall not exceed the lesser of \$15,000 or ten percent (10%) of the acquisition and rehabilitation cost of each home purchased with NSP3 funds.
4. Foreclosed. A property “has been foreclosed upon” if any of the following conditions apply: (a) the property’s current delinquency status is at least 60 days delinquent under the Mortgage Bankers of America delinquency calculation and the owner has been notified; (b) the property owner is 90 days or more delinquent on tax payments; (c) under state, local, or tribal law, foreclosure proceedings have been initiated or completed; or (d) foreclosure proceedings have been completed and title has been transferred to an intermediary aggregator or servicer that is not an NSP grantee, contractor, sub-recipient, developer, or end user.
5. Long-Term Affordability. A restrictive covenant will be placed on the property to ensure that it remains an affordable home for low, moderate and middle

income households (LMMI) for a prescribed period of time. The restrictive covenant shall be in effect for an affordability period based on the level of disposition assistance as set forth in Exhibit “D”. The covenant and restrictions shall run with the land and be binding on future owners of the property for the affordability period. The property shall at all times be occupied as the principal residence of the owner and shall not be rented or leased. If the property is initially sold to a LMMI buyer, the property must be resold only to another LMMI buyer. The restrictive covenant shall run with the land; however, the restrictions shall terminate in the event of foreclosure, transfer in lieu of foreclosure, or assignment of an FHA insured mortgage to the Department of the Housing and Urban Development (HUD).

6. *Project Completion.* A home is considered completed once rehabilitation is at one hundred percent (100%), the home(s) has received final inspection, the unit has been sold to an income eligible household, and the appropriate disposition documentation has been submitted to and approved by HCD.

3.0 TERM OF CONTRACT:

It is the intent of the City to award a Contract to each selected Proposer for an initial period commencing upon execution of the Contract and extending through September 13, 2013. A Contract may, by mutual assent of the parties, be extended as necessary to complete NSP3 activities.

4.0 PROPOSAL SCHEDULE:

The following is the scheduled calendar of events with important dates and times. Dates are subject to change by the Director of the Purchasing and Materials Management Division or designee, at its sole discretion. If the Purchasing and Materials Management Division determines that it is necessary to change these dates/times prior to the Proposal due date, the change will be announced via an addendum.

Action:	Date:
RFP Released	August 25, 2011
Non-Mandatory Pre-Proposal Conference	September 13, 2011 @ 10:00 a.m., Local Time
Cut-off date for Questions by Respondents	Ten (10) days prior to Proposal Due Date and Time
Proposal Due Date and Time	September 28, 2011 @ 2:00 p.m., Local Time
Review and Evaluation of Proposals	October, 2011

5.0 MANDATORY MINIMUM QUALIFICATIONS:

Subject to the City’s right to waive minor irregularities, Proposers that do not meet the mandatory minimum qualifications will be deemed non-responsive and will not be considered for further evaluation. The following mandatory minimum qualifications have been established:

- A. A Proposer for this solicitation must be a 501 (c) (3) organization, and
- B. A Proposer must have actively been in business for two (2) years as of the proposal due date.

6.0 SCOPE OF SERVICES FOR THE ACQUISITION, REHABILITATION AND RE SALE OF QUALIFIED HOMES:

Proposals shall conform to the scope of services and technical requirements as set forth herein.

- A. This RFP is offered to select a group of 501(c)(3) organizations to provide for the acquisition, rehabilitation, marketing and resale of detached single family homes in the NSP3 Target Area that have been: (1) abandoned or foreclosed and (2) are vacant and unoccupied at the time of the contract and sale of the home. The City will only accept proposals from 501(c)(3) organizations which have actively been in business for at least two years as of the date proposals are due. The City has allocated Two Million Eleven Thousand Eight Hundred Thirty Nine Dollars (\$2,011,839.00) of NSP3 funds for this activity. All NSP3 funds must be used to address the housing needs of households whose incomes do not exceed one hundred twenty percent (120%) of the area median income. The City expects that this will fund approximately twelve (12) homes. Each of the three (3) selected Proposers will receive the use of Six Hundred Seventy Thousand Six Hundred Thirteen Dollars (\$670,613.00) of NSP3 funds¹, so each will be limited to approximately four (4) houses for the expenditure of the NSP3 funds.² Unless otherwise approved by HCD, the selected Proposers shall be allocated an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) to acquire each single family home. The One Hundred Fifty Thousand Dollars (\$150,000.00) must cover all acquisition costs including the discounted purchase price of the home, which may not exceed One

¹ In the event that for any reason fewer than three Proposers are awarded contracts, an awarded Proposer later fails to perform, or for other good cause, this limitation may be modified as the City deems appropriate in its sole discretion; provided, however, that nothing shall require the City to so modify any contract and the City expressly reserves the right in its sole discretion to perform such activities, in part or in whole, itself or retain the services of other entities to perform such activities.

² To the extent that in the future, funding becomes available from any NSP funds or additional funding becomes available from HUD for resale activities, such funds, if any, may be allocated among the selected Proposers by the City as it deems appropriate in its sole discretion, including but not limited to, on the basis of the selected Proposers’ performance, by amendment to the contracts awarded from this solicitation; provided, however, that nothing herein shall be deemed to require the City to utilize the selected Proposers for such activities. The City expressly reserves the right to perform such activities, in part or in whole, itself or to retain the services of other entities for such activities.

Hundred Twenty-five Thousand Dollars (\$125,000.00) without the advance written consent of HCD. Unless otherwise approved by HCD, the selected Proposers shall be allocated an amount of NSP3 funds not to exceed Forty Five Thousand Dollars (\$45,000.00) to rehabilitate each home. All NSP3 funds for acquisition and rehabilitation will be provided as a loan to the selected Proposers, secured by a note and first mortgage. The City will provide all NSP3 funds to the selected Proposers at a zero percent (0%) interest rate. The selected Proposers may identify and include other sources of funding to leverage the NSP3 funds in carrying out this activity.

- B. In addition to Section 3 requirements, NSP3, unlike the previous NSP programs, has a requirement for vicinity hiring. The purpose of vicinity hiring is to ensure that employment and other economic opportunities generated by HUD financial assistance 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 residing or located within the NSP3 Target Area.

Proposers to this RFP are expected to implement a Section 3 and a vicinity hiring plan. Activities must be capable of being documented for submittal to HCD. Activities may include, but are not limited to, some or all of the following activities:

1. Advertise the availability of jobs through notices in prominent locations within the NSP3 Target Area and surrounding areas. In addition, advertise in the local electronic or print media in languages spoken by NSP3 Target Area residents.
2. Distribute information door to door to residents and any businesses in the NSP3 Target Area.
3. Contact public housing developments within the NSP3 Target Area to provide information about hiring to public housing residents.
4. Provide contact information via telephone, e-mail or social media for residents and business within the NSP3 Target Area to make inquires or have questions answered.
5. Maintain a log of NSP3 Target Area applicants who apply for jobs whether they are hired or not. If they are not hired, provide the reason(s) why they were not hired.
6. Contact labor organizations or representatives in or near the NSP3 Target Area and inform their members of employment opportunities.
7. Create monthly reports to be delivered to the City that detail the Proposer's efforts in hiring low-income individuals and businesses from the NSP3 Target Area.
8. Notify Section 3 businesses of potential contract opportunities.

Proposers shall maintain copies of all employment applications, including, but not limited to, applications of public housing residents, Section 8 certificate or voucher holders, and other Section 3 residents.

- C. After award of a Contract by the City, the selected Proposers must identify the single family homes in the NSP3 Target Area for acquisition. The selected Proposer(s) shall give priority to the FHA First Look Program before other sources when looking to acquire a home. Title to the foreclosed home must be held in accordance NSP3 regulations. The selected Proposers must purchase the single family homes at a minimum one percent (1%) discount below current market appraised value in accordance with the NSP3 regulations.

URA acquisition policies shall apply to the acquisition of these homes, except to the extent modified by NSP. Guidance on meeting these requirements is available on the HUD website. In order to determine the statutory discount, the selected Proposer must obtain an appraisal made in conformity with one of the following: (1) the appraisal requirements of the URA at 49 CFR 24.103, or (2) the Uniform Standards of Professional Appraisal Practice (USPAP), or (3) the appraisal requirements of Federal Housing Administration (FHA) or a government sponsored enterprise (GSE). The appraisal must be completed or updated within 60 days of a final offer made for the property by a grantee, sub-recipient, developer, or individual homebuyer. The appraisal must be completed by a state certified appraiser with experience in the Orlando area. However, if the anticipated value of the proposed acquisition is estimated at \$25,000 or less, the current market appraised value of the property may be established by a valuation of the property that is based on a review of available data and is made the City of Orlando Real Estate Division Manager.

Prior to acquisition, each home and the terms and conditions of acquisition, including but not limited to the location, sales price, inspections (including termite) and appraisal, must be approved by HCD. The selected Proposers must also present evidence of compliance with URA and the real estate contract to the HCD staff for approval. Adequate time should also be allowed for the HCD staff to complete the HUD NEPA environmental review requirements for the home as required by NSP3. The HCD staff will review the submittals and, if acceptable, give the selected Proposers approval to proceed with the acquisition.

The selected Proposers will take title to the home and grant the City a first mortgage on the home, securing repayment of the funds advanced for the acquisition. After a selected Proposer has acquired a home with NSP3 funds, it is responsible for any rehabilitation required on the home and contracting with properly licensed contractors to complete the rehabilitation. Such work and any additional work that the selected Proposers perform shall be pre-approved by HCD and shall be done in accordance with the City of Orlando's minimum housing standards (as set forth in City Code) and its NSP3 Housing Rehabilitation Standards and subcontracting requirements, which are attached to this RFP as Exhibit "C" City of Orlando Housing Rehabilitation Standards Neighborhood Stabilization Program 3. The selected Proposers shall also be responsible for all maintenance and security for the homes. Selected Proposers are prohibited from renting the homes at any time.

Once a home has been rehabilitated to the extent necessary, the selected Proposers must then market and sell the home at the maximum sales price allowed by the NSP3, unless otherwise approved by HCD.

The maximum sales price that can be charged for the home is an amount equal to the cost to acquire and rehabilitate the home, and may include reasonable development costs, as allowed by HUD, related to the sale of the home. Costs of boarding the property, maintaining security for the home, lawn mowing, insurance costs and maintaining the property are eligible and reimbursable NSP costs, but cannot be included in determining the maximum sales price of the homes. These costs shall be reimbursed directly by the City to the selected Proposers.

The homes must be sold to homebuyers whose income does not exceed One Hundred and Twenty percent (120%) of the area median income. The home must also be the principal residence of the homebuyer. To ensure the continued affordability of the homes to households whose incomes don't exceed One Hundred and Twenty percent (120%) of the area median income, the selected Proposers will be required to execute and record a restrictive covenant or deed restriction in form and content approved by HCD providing that: (i) the home must remain the principal residence of the buyer; (ii) renting the home is prohibited; and (iii) to ensure long term affordability the home will be subject to resale restrictions based on the amount of the disposition assistance for up to twenty (20) years limiting ownership to LMMI households as set for in Exhibit "D". At the closing on the sale of a home to an income-eligible buyer, the selected Proposers will pay the City all sale proceeds in accordance with the NSP3 requirements, and the City will satisfy the mortgage.

The selected Proposers must also ensure that the homebuyer obtains a traditional mortgage, rather than a subprime mortgage, and completes at least eight (8) hours of homebuyer counseling from a HUD-approved housing counseling agency before obtaining a mortgage loan. The City has contractual agreements with HUD-approved counseling agencies to provide housing counseling services. The selected Proposers will coordinate with the HCD staff to provide potential homebuyers access to counseling services from those agencies, and also work with the income eligible buyers to obtain additional financial assistance from the City of Orlando or from other state or local programs in an effort to further reduce the mortgage for the eligible buyer.

For its services for each home, the selected Proposers will be paid their Direct Activity Delivery Cost for each home, within thirty (30) days after Project Completion and with the approval of HCD.

IN KEEPING WITH THE TIMELY REQUIRED USE OF THE NSP3 FUNDS, SELECTED PROPOSERS MUST EXPEND 50% OF THEIR NSP3 ALLOCATION BY DECEMBER 31, 2012 AND MUST EXPEND 100% OF THEIR NSP3 ALLOCATION BY SEPTEMBER 30, 2013, UNLESS OTHERWISE APPROVED BY HCD.

- D. Funds will be disbursed to the selected Proposers as a reimbursement for costs actually incurred to the extent allowed by HUD as follows:
1. Acquisition costs (other than sale price) - at the time of closing for the acquisition of the homes. The sales price of the home will be paid directly to the seller at closing by HCD.
 2. Rehabilitation - reimbursement of costs shall be allowed with the submission of complete invoices, lien waivers, satisfactory inspections by the HCD Department and building inspectors, and compliance with the selected Proposer's Contract with the City. Invoices shall not be submitted more often than monthly.
 3. Direct Activity Delivery Cost – Paid within 30 days after Project Completion.
 4. Cost of Maintenance and Security – Upon presentation of invoices for work completed. Invoices shall not be submitted more often than monthly.
- E. HCD will accept invoices upon performance of tasks specified in the scope of services, however no more frequently than once per month. Each invoice shall fully detail the costs and shall specify the status of the particular activity for each project as of the date of the invoice as it relates to the accepted schedule for the activity. Payment will be made within forty-five (45) days of the receipt of an acceptable invoice by HCD.
- F. The selected Proposers will be required to provide monthly reports of NSP3 activities. The report should provide a status of each NSP3 project, the use of funds and a report of client information. The monthly reports from selected Proposers shall include such information as HCD may require, which is anticipated to include, but may not be limited to, the following information:
1. Project Name
 2. Activity
 3. Location of the acquired home(s), including parcel identification number and address
 4. Purchase amount for each home
 5. Appraised amount for each home
 6. Discount amount for each home
 7. Funds budgeted and expended for each home
 8. Development schedule for each home
 9. Source and Use statement of non-NSP3 funds
 10. Number of LMMI persons or households benefiting from the NSP3 activity
 11. Section 3 and Vicinity Hiring Data

7.0 PRE-PROPOSAL CONFERENCE:

A. Date

A **Non-Mandatory** Pre-Proposal Conference will be held at **The Purchasing and Materials Management Division office, at City Hall at One City Commons, 400 South Orange Avenue, 4th Floor, Orlando, Florida on Tuesday, September 13, 2011 at 10:00 a.m., Local Time, City of Orlando, FL.**

B. Purpose

The Pre-Proposal conference is intended to provide prospective Proposer(s) the opportunity to ask questions or receive clarification from City representatives of any requirements of this Request for Proposal. Representatives from the Purchasing and Materials Management Division and a technical representative from HCD will be present to discuss the project and answer questions.

C. Oral Interpretations and Addenda

All interpretations and clarifications related to the Request for Proposal, or supplemental instructions will be in the form of a written addendum from the Purchasing and Materials Management Division. No oral interpretations or clarifications from City staff or by other means will be considered binding unless issued in writing.

D. Clarification of Requirements

To facilitate the clarification of requirements, it is strongly recommended that Proposer(s) submit all questions in writing, at least three (3) days prior to the pre-Proposal conference. Please complete the attached "Pre-Proposal Conference Attendance Notification Form", Attachment "A", include questions, Attachment "E", if any, and return via fax to:

Teddi McCorkle, C.P.M., CPPB
City of Orlando
Purchasing and Materials Management Division
City Hall at One City Commons
400 S. Orange Avenue, Fourth Floor
Orlando, Florida 32801
Telephone: (407) 246-2332
Fax: (407) 246-2869
Email: teddi.mccorkle@cityoforlando.net

Website: <http://www.cityoforlando.net/admin/purchasing/index.htm>

8.0 PROPOSAL DUE DATE AND TIME:

A. Proposal Due Date

Sealed Proposals must be received at the Purchasing and Materials Management Division, not later than **2:00 p.m., Local Time, City of Orlando, FL, on September 28, 2011**. Proposals received after this date and time, will not be considered.

B. Public Opening

Proposals will be publicly opened and announced in the Purchasing and Materials Management Division on the due date and time as specified herein. The Proposer's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Proposal opening.

C. Public Record

Proposals received in response to this Request for Proposal are exempt from disclosure under the provisions of the Public Records Law until such time as an award decision has been made known or within thirty (30) days after the Proposal

opening, whichever is earlier.

9.0 **PROPOSAL PREPARATION AND FORMAT:**

A. Preparation

Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions and requirements of the Request for Proposal document to ensure responsiveness. Proposals that are incomplete or lack key information may be rejected. To help facilitate the review process, properly label each section or tab to correspond with your submittal information.

B. Proposal Reproduction

Please submit an original and eight (8) total copies of the Proposal package as follows: One (1) unbound clearly marked original and seven (7) bound exact copies and an additional complete copy in electronic format, e.g. single CD-ROM or memory stick containing the submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

C. Incurred Expenses

The City is not responsible for any expenses which Proposers may incur in preparing and submitting Proposals including presentations and any other expenses called for in this Request for Proposal.

D. Proprietary Information

1. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Proposal and the responses thereto are in the public domain. Proposers are requested 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.

A generic notation that information is “confidential” is not sufficient. Failure to provide the Purchasing Office with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2. All Proposals received from Proposers in response to this Request for Proposal will become the property of the City of Orlando and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

10.0 **REQUIRED PROPOSAL SUBMITTALS:**

Outline Format for Response

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is requested that Proposals be organized in the manner as specified. All Proposers are requested to submit responses in your proposal to the following requests for information in concise narrative form. Each issue should be referenced and be presented in the following order. Please provide specific responses to the items listed below and provide enough detail so that your experience, qualifications, and capacity can be fully considered. Keep your responses concise and to the point. Begin each response by annotating the letter and number that corresponds to appropriate item. Please respond to all questions and items listed below. If you have no relevant information for an item, please list the item number and respond that you have no information.

A. Title Page

Provide the name of Proposer's firm, address, e-mail address, telephone number, name of contact person, date, and the subject: **RFP11-0225/TM, REQUEST FOR PROPOSAL FOR NEIGHBORHOOD STABILIZATION PROGRAM 3 - RESALE.**

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Letter of Transmittal

1. Limit to two (2) pages.

2. Briefly state the Proposer's understanding of the services to be provided and make a positive commitment to perform the work.

3. Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

D. Mandatory Minimum Qualification Documentation

Provide documentation as necessary for the City to verify that the mandatory minimum qualifications in Section 5 have been met. Documentation must be clear and specific.

E. Proposer's Certification

By submitting a Proposal, the Proposer certifies that the Proposer has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

Each Proposer shall complete the “Proposer’s Certification Form”, included with this Request for Proposal as Attachment “B”, and submit the form with their Proposal. The form must be acknowledged before a notary public with notary seal affixed on the document. The failure of a Proposer to submit this document will be cause for rejection of the Proposal.

F. General Business Information

Proposals shall provide:

1. Legal Name of Proposer, the address of Proposer's principal place of business, phone number, fax number, name of principal in charge and email address.
2. Name(s) of person(s) to be contacted for information or services if different from name of principal in charge.
3. Business Form - State if Proposer's business is local, national, or international and indicate the business's legal status (corporation, partnership, etc.) Provide the date the Proposer was organized or incorporated and state of incorporation. If the Proposer is a joint venture, please list the partners and the date such joint venture was formed.
4. Indicate whether the Proposer's business is a parent or subsidiary in a group of firms/agencies.
5. Provide the location of the office from which the work is to be performed and the number of professional staff employed at the office.
6. State if the Proposer's business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

G. Proposer's Experience

Proposers shall submit a verifiable statement of the Proposer's experience providing the following:

1. Previous Housing Development Experience: The Proposer shall provide information on relevant residential affordable homeownership and rental projects which have been undertaken by the Proposer and any key personnel of the Proposer which will be assigned to this project. Such information should include the Proposer's and its key personnel's experience and personal knowledge of HUD and Florida Housing Finance Corporation (FHFC) Programs, including but not limited to Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), State Housing Investment Partnership (SHIP), Housing Opportunities for Persons with AIDS (HOPWA) and NSP grants. This information should list the location, size, ownership type, and public programs utilized, income levels and mix, type of development, extent of community and/or resident participation and development cost. In addition, each identified project should also include a contact person with name, phone number and e-mail address for each project. The Proposer and its personnel should have experience in acquisition and rehabilitation of homes and obtaining Certificates of Completion. Each Proposer should also provide narratives including the following information regarding itself and its key personnel:

- a. Experience, including experience in the Orlando area if any, of development of affordable housing, for sale or rental, in low and moderate income neighborhoods.
 - b. Experience in working with private organizations or state and local government housing assistance programs to receive subsidies to leverage affordable housing developments.
 - c. Experience in owning or managing affordable properties over time.
 - d. Experience in meeting Section 3, MBE/WBE and disadvantaged business goals, or other similar public policy initiatives.
 - e. Experience with construction and rehabilitation of residential properties.
2. Real Estate Experience: The Proposer shall provide a narrative describing its real estate experience and the experience of any key personnel of Proposer, which will be assigned to this project. This narrative should include:
- a. Any experience in acquiring residential properties at a discount.
 - b. A description of your experience with mortgages and real estate documents and transactions, and familiarity with the foreclosure process.
 - c. How the Proposer or key personnel have marketed and sold or rented affordable housing to low and moderate income buyers.
 - d. Any experience in securing mortgages for LMMI income individuals.
 - e. Any experience in purchasing HUD foreclosed homes.
3. References: Each Proposer shall provide at least three (3) current references for Proposer or your key personnel that have knowledge concerning your ability to manage the activities outlined in the RFP. References should have sufficient knowledge to comment on one or more of the following: developing affordable housing for rent or sale, ability to deliver affordable housing projects on time and within budget, accessing financial resources from state or local governments, or property management experience. Full contact information, including name, affiliations, mailing address, telephone number and e-mail address of all references should be provided as well as a brief description of the relationship between the Proposer and the reference. References may be contacted by HCD to discuss the qualifications and performance history of the Proposer.
- The statement of experience should be supported by the references listed as Attachment “D”, which shall be completed and submitted by the Proposer with its Proposal.
4. Previous Default: The Proposer shall include a statement disclosing and describing any instance of noncompliance or default in any public housing transaction or other affordable housing development project, including mixed finance or any other federal, state or local transaction by the Proposer, its affiliates or assigns.
5. Litigation: The Proposer shall provide information on whether it has any unsatisfied judgments against it or has any material prior, current or pending litigation which could affect its ability to perform the activities described herein,

and if so, describe the circumstances.

6. Lost Business: Provide a list of all your firm's contracts that were terminated for cause by a governmental agency. If any, please explain.

H. Capacity: The Proposer shall include a narrative describing its current commitments and how it plans to incorporate the NSP3 program into the Proposer's overall work plan. The narrative should describe the Proposer's ability to accomplish the acquisition, rehabilitation, and sales activities by the NSP3 deadlines as set forth within. The narrative should include a description of the Proposer's capacity to undertake the NSP3 activities with respect to the number of and knowledge of appropriate personnel assigned to this program.

The narrative should also include the following information, where appropriate and applicable:

1. Information about the Proposer's financial ability and capacity to perform such as audited financial statements, certified statements of revenue and expenses, or similar information.
 2. 501 (C) (3) Tax Exemption Letter, indicating interim or permanent tax exempt status.
 3. Describe your accounting system and internal fiscal controls.
 4. Detail the safeguards to ensure that the revenue, expenses and program income generated from NSP3 funds will not be co-mingled with other funds.
 5. Identify any other financial resources that the Proposer has obtained commitment for that will be used to leverage HCD's NSP3 funds. Provide copies of the written commitment.
 6. Identify key personnel who will be assigned to this project and provide information regarding their availability and their proposed role in performing NSP3 activities.
- I. Scope of Services: The Proposal shall include a narrative detailing the scope of services Proposer will provide, which indicates how it will approach and implement the NSP3 activities. Such narrative should include:
1. Approach and implementation of the NSP3 activities set forth in this RFP.
 2. Critical tasks and milestones for implementing the NSP3 activities, including a realistic schedule of completion.
 3. Any resources that are proposed to ensure that the activity serves as a catalyst for the stabilization of the neighborhood.
 4. The factors that the Proposer will use to select homes for the program and how the homes will be protected during the rehabilitation and after, until the home is sold.
 5. Proposer's plan to affirmatively market the homes to LMMI households without regard for race, color, national origin, sex, religion, familial status or disabilities.
 6. Proposer's plan of how it is going to comply with the NSP3 Section 3 requirements.
 7. Proposer's plan to comply with NSP3 requirements for Vicinity Hiring.
 8. The Proposer shall also describe how it will assist potential homebuyers in locating mortgage financing and housing subsidies.

- J. Low Income Qualification: The Proposer shall provide a narrative to describe its familiarity with determining household income as determined by state and federal programs. The narrative should describe the Proposer’s experience in maintaining client files and how client information is reported. The narrative should include your experience in processing and screening applications for the sale or rental of homes, and determining eligibility. Please describe how required documentation will be acquired and maintained.

11.0 DELIVERY OF PROPOSALS:

- A. If submitted by mail, the Proposal submittal shall be enclosed in a sealed envelope addressed to the Purchasing and Materials Management Director, at the address listed below. Proposals submitted by mail must be received in the office of the Purchasing and Materials Management Division by the time specified herein for the opening thereof.

Please be advised that United States Postal Service (USPS) Express and Priority service classes are delivered to the City once daily. Accordingly, in order for a submission to be received by the office of the Purchasing and Materials Management Division when the services of the USPS are used, a Proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing and Materials Management Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City’s call-box for pick-up and will not be delivered to or received by the Purchasing and Materials Management Division until the next business day.

When using the USPS or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received in the office of the Purchasing and Materials Management Division by the due date and time. **The City shall not be responsible for delays caused by any occurrence.**

All proposals shall be mailed or delivered to the office of Purchasing and Materials Management at the address listed below. Sealed proposals are to be addressed as follows:

Ms. Rhonda S. Ulmer, C.P.M., CPPO, FCCN
Director of Purchasing and Materials Management
City of Orlando Purchasing and Materials Management Division
City Hall at One City Commons
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

B. Proposal Binding

All Proposals submitted shall be binding for one hundred eighty (180) calendar days following opening.

C. Conformance to Solicitation

All Proposals submitted shall meet and conform to all material, mandatory requirements set forth in this RFP, provided that nothing herein shall be deemed to limit the City's ability to waive minor irregularities without notice or the need to issue a written addendum.

If a Proposer desires to submit a Proposal which, if selected by the City, would require the City to waive, alter or omit a material, mandatory requirement set forth in this RFP, the Proposer must first submit a request to the City asking the City to amend the requirements of this RFP in the same manner provided for the submission of written questions by Proposers provided in the section of this RFP entitled "Questions Regarding Solicitation or Proposal Process." If the City, in its discretion, agrees to amend, alter, or waive the requirement, the City shall issue notice to all prospective Proposers of the change in the form of a written addendum.

Any request to waive, alter, or amend a mandatory requirement of the RFP should be in the form of a written question that can be answered in an Addendum issued to all prospective Proposers. Please note, the City is not asking the Proposer to send in their Proposals prior to the submission date, but merely to request a waiver or amendment to a mandatory requirement necessary to allow submission of the intended Proposal.

D. Late Proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the Proposals to the location designated for receipt of Proposals.

12.0 EVALUATION CRITERIA:

An Advisory Committee will be established to review all responsive Proposals. Proposers submitting Proposals deemed to be reasonably acceptable to be selected will be evaluated using the evaluation criteria set forth herein.

- A. Experience - This criteria will include, but will not be limited to, the Proposer's demonstration of relevant experience with previous housing projects, including acquisition, rehabilitation, marketing, and sale or rental of affordable housing. This criteria also includes consideration of a Proposer's previous housing development experience, real estate experience, references, previous defaults, lost business, and litigation.
- B. Capacity - This criteria will include, but will not be limited to, the Proposer's demonstrated ability to proceed and deliver the services within the prescribed time frames. This criteria also includes consideration of the skill and personnel resources of the Proposer to provide the NSP3 services and to appropriately administer the

funds.

- C. Approach and Implementation of Scope of Services - This criteria will include, but will not be limited to, the Proposer’s demonstration of a clear understanding of the scope of services requested. This criteria also includes consideration of the Proposer’s approach and implementation of the scope of services, and the degree to which the Proposer demonstrates a coherent approach to the project. This criteria will also include consideration of a Proposer’s affirmative marketing plan, Section 3 plan, vicinity hiring plan, and efforts to assist potential buyers in locating mortgage financing and housing subsidies.
- D. Low Income Qualification - This criteria will include, but will not be limited to, the Proposer’s familiarity in determining household income, maintaining client files, processing and screening applications, determining eligibility and related matters.

EVALUATION CRITERIA	
CATEGORY	POINTS
Experience	40
Capacity	20
Approach and Implementation of Scope of Services	30
Low Income Qualification	10
TOTAL:	100

13.0 PROPOSAL ADVISORY COMMITTEE AND EVALUATION PROCESS:

A. Initial Review of Responses

The Purchasing and Materials Management Division will perform an initial review of all Proposal submittals for preliminary qualification and documentation compliance. This review process may include, but is not limited to, forms verification, professional licensing, references, past performance, and other relevant criteria.

B. Advisory Committee

An Advisory Committee (hereinafter referred to as “the Committee”) consisting of at least five (5) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal. The Committee may utilize City staff and/or consultants who are not members to advise and assist the Committee in its review of the Proposals.

C. Presentations

The Committee reserves the right to require oral presentations from and conduct pre-award discussion and/or pre-Contract negotiations with any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of

clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The City will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

D. Optional Discussion

At the discretion and in the best interest of the City, the City may conduct discussions with Proposers or seek revision of Proposals from Proposers deemed to be responsible and reasonably acceptable to be selected. Such Proposers will be accorded fair and equal treatment with respect to discussion and revision of the Proposals. Revisions may be permitted after submission of Proposal and prior to award of a Contract for the purpose of obtaining best and final offers.

E. Award Without Presentations

The City may evaluate and award a Contract based on responses to this Request for Proposal without discussions or oral presentations. Therefore, each response to this RFP should contain the Proposer's best terms and conditions for consideration.

F. Ranking

The Committee will evaluate and rank the Proposers as set forth in the preceding section entitled “Evaluation Criteria” and submit the proposed rank order to the Director of Purchasing after the conclusion of scheduled presentations, if any.

Upon approval of the ranking by the Director of Purchasing, the Director shall post a notice of intended action. The notice of intended action may be obtained by the Proposers as set forth in the section of this RFP titled “Request for Proposal Information.”

G. Authority to Award

The Director of Purchasing has the authority to award contracts with a dollar amount up to and including fifty thousand dollars (\$50,000.00). Contracts in excess of said amount shall be presented to City Council for final award.

H. Reserved Rights

The City, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to readvertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP.

The City does not guarantee the award of any Contract as a result of this solicitation process.

GENERAL TERMS AND CONDITIONS

14.0 QUESTIONS REGARDING THE SOLICITATION OR PROPOSAL PROCESS:

To ensure fair consideration for all Proposers, the City prohibits communication to or with any officer, elected official (**including the Mayor and City Council**), department,

division, office or employee of the City, and any Advisory Committee members during the solicitation process from the date of issuance of the RFP through award, except as provided below.

All communications relating to this RFP between Proposer (or anyone on Proposer's behalf) and the City must be made through the Purchasing and Material Management Division. Any communications in violation of this provision may be grounds for disqualifying the offending Proposer from consideration for award of a Contract or any future contracts.

Any questions relative to interpretation of the solicitation or the Proposal process shall be addressed in writing as indicated below. Questions must be received by the Purchasing and Materials Management Division on or before the cut-off date for questions as specified in the Proposal Schedule. Questions received after the cut-off date as specified in the Proposal Schedule will not be considered.

Any interpretation made to prospective Proposers will be expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all prospective Proposers no later than five (5) days prior to the date set for receipt of Proposals. Oral answers will not be authoritative.

It will be the responsibility of the Proposer to contact the Purchasing and Materials Management Division prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the Proposal. Direct all inquiries to:

Teddi McCorkle, C.P.M., CPPB, Senior Contract Administrator
City of Orlando

Purchasing and Materials Management Division

City Hall at One City Commons

400 S. Orange Avenue, Fourth Floor

Orlando, Florida 32801

Telephone: (407) 246-2332

Fax: (407) 246-2869

Email: teddi.mccorkle@cityoforlando.net

Website: <http://www.cityoforlando.net/admin/purchasing/index.htm>

15.0 ADDITIONAL INFORMATION:

The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the City. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. Moreover, the City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not be limited to, a background investigation conducted by the Orlando Police Department.

16.0 ADDENDUM TO REQUEST FOR PROPOSAL:

If it becomes necessary to revise or amend any part of this Request for Proposal before the Proposal due date, the Director of Purchasing will furnish the revision by written Addendum. The Addendum Receipt Verification form included with this Request for Proposal in Attachment “C” shall be completed and submitted with your Proposal.

17.0 APPLICABLE LAW:

This Request for Proposal is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando’s Code which can be accessed online at: <http://www.cityoforlando.net/admin/purchasing/chapter7.htm> or by contacting the Purchasing and Materials Management Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code. As provided in Section 7.14 of City Code, “[a]ny actual or prospective bidder, Proposer, offeror or contractor who is aggrieved in connection with a solicitation or award of a bid or contract may protest to the [Purchasing] Director within seven (7) calendar days after such aggrieved person knows or should have known of facts giving rise thereto, provided the bid award or contract has not been approved by City Council, or the contract has not been fully executed if City Council approval is not necessary.” Accordingly, with respect to any protest of the terms, conditions, procedures, specifications, or scope of services contained in this solicitation, including, but not limited to, any provisions governing the method of ranking proposals, awarding contracts, reserving rights of further negotiation, or modifying or amending the contract, an actual or prospective Proposer must provide the Purchasing and Materials Management Director with a written notice of protest within seven (7) calendar days after it knows or should have known of such provision.

18.0 CONTRACT:

Upon approval of a ranking of the Proposals by City Council, the City anticipates entering into good faith negotiations with the three (3) top ranked Proposers for Contracts to perform the activities set forth herein based upon the terms and conditions set forth in this RFP. If negotiations with any of the three (3) top ranked Proposers are unsuccessful as determined by the City in its sole discretion, the City shall have the right, but not the obligation, to commence negotiations with the remaining Proposers in rank order until a Contract is reached with three (3) Proposers. The City does not guarantee that the City and any individual Proposer will be able to come to terms on a Contract and all such negotiations shall be at each Proposer’s risk and expense.

19.0 RIGHT TO AUDIT RECORDS:

The City shall be entitled to audit the books and records of a selected Proposer or any sub-contractor to the extent that such books and records relate to the performance of such Contract or sub-contract. A selected Proposer and its subcontractors shall retain all records related to the Contract for five (5) years after receipt of final payment under the Contract and all other pending matters related to the Contract are closed. If any litigation, claim or audit is started before the expiration of the five (5) year period, the

records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

20.0 PUBLIC ENTITY CRIMES:

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or a 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 §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

21.0 PROMPT PAYMENT ACT:

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

22.0 DISPUTE RESOLUTION:

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing and Materials Management Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Director of Purchasing shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

23.0 PROPOSER'S GUARANTEE:

By submitting a Proposal, a Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

24.0 INSURANCE / PERFORMANCE BONDS:

Each selected Proposer shall defend, indemnify and hold harmless City, its elected and appointed officials, respective agents, officers, or employees from and against any and all liability, claims, demands, damages, losses, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, whether or not suit is filed and if suit is filed, attorney fees and costs at all trial and appellate levels, of any kind and nature arising or growing out of or in any way connected with such selected Proposer's performance or non-performance of any agreements entered into arising out of this RFP with such Proposers.

Without limiting a selected Proposer's indemnification, a selected Proposer shall maintain in force at all times during the performance of its Contract all appropriate policies of insurance herein described, concerning its operations. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to City prior to execution of the Contract. City shall be given notice in writing at least thirty (30) calendar days in advance of cancellation or modification of any policy of insurance. City shall be named as an additional insured on all policies of liability insurance. The policies shall be issued in compliance with the following:

- A. All policies of insurance shall be issued by a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of selected Proposer's performance of the Contract. Neither City nor any of its insurers shall be required to contribute to any such loss. The required certificate shall be furnished by selected Proposer prior to execution of the Contract.
- B. At least thirty (30) calendar days prior to the expiration of any of the insurance policies issued as required by the Contract, a selected Proposer shall provide City with evidence of the renewal of said insurance policies in a form satisfactory to City.
- C. The policies of insurance which must be secured are:
 1. Commercial General Liability Insurance. A selected Proposer shall obtain commercial general liability insurance to include, but not be limited to bodily injury and property damage coverage. The policy's limit liability amount shall not be less than Five Hundred Thousand Dollars (\$500,000.00) per person combined single limits for bodily injury or property damage.
 2. Workers' Compensation Coverage. A selected Proposer shall provide Workers' Compensation insurance for all of its employees in an amount and with coverage to meet all requirements of the laws of the State of Florida.

3. Flood Insurance. A selected Proposer shall obtain flood insurance under the circumstances as may be required under applicable HUD regulations.
4. Business Automobile Liability Insurance. A selected Proposer shall obtain automobile liability insurance coverage in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) per occurrence for BI/PD, including owned, hired and non-owned vehicles regardless of number of passengers transported.
5. Property Insurance. During any time a selected Proposer holds title to any property, whether real or personal, a selected Proposer shall obtain insurance against loss or damage to the improvements and the personal property caused by fire and any of the risks covered by insurance of the typically known as "coverage against all risks of physical loss", in an amount equal to one hundred percent (100%) of the replacement cost of the improvements and the personal property and sufficient to prevent the City from becoming a co-insurer, and on such other terms as are satisfactory to City.
6. Additional Insured. All of the aforementioned liability policies, as appropriate, shall name the City of Orlando as an additional insured or loss payee for the property policies.

D. The insurance required hereby must be in force throughout the term of the Contract (“Contract Term”).

Should a selected Proposer fail to provide acceptable evidence of current insurance within seven (7) days prior to the expiration date of an insurance policy or bond at any time during the Contract Term, the City shall have the absolute right to terminate the selected Proposer without any further obligation.

A selected Proposer shall be liable for the entire additional cost of procuring performance and the cost of performing the incomplete portion of any work at the time of any termination.

It is highly recommended that Proposers confer with their respective insurance carriers or brokers to determine, in advance of their proposal submission, the availability and cost of the required insurance and related endorsements. The City also reserves the right to require performance bonding for any of the work, should it be deemed appropriate.

25.0 FLORIDA SALES TAX:

The City is a governmental agency and a political subdivision under Florida law. Purchases by the City are exempt from Florida sales tax: The City’s tax exempt number is 85-8015427957C-9. No purchase made by any entity is qualified to be exempt other than those made directly by the City.

The City's sales tax exemption does not apply to goods and services purchased separately by a Contractor in connection with its fulfillment of its Contract obligations. The Contractor shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the Contract work.

26.0 DRUG-FREE WORKPLACE CERTIFICATION:

By submitting a Proposal in response to this Request for Proposal, the Proposer is certifying that its company will comply with the requirements for a drug-free workplace in accordance with Federal and Florida law.

27.0 AMERICANS WITH DISABILITIES ACT:

Persons with disabilities needing a special accommodation to participate in this solicitation should contact the Purchasing and Materials Management Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, P.O. Box 4990, Florida 32802-4990, telephone (407) 246-2291, not later than seven (7) days prior to the date on which the accommodation is requested.

28.0 FOREIGN CORPORATION:

In accordance with F.S. 607.1501, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or Proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Orlando.

29.0 SUBCONTRACTORS:

The selected Proposers shall perform all of their obligations and functions under the Contract by means of their own employees, or by a duly qualified sub-contractor, which is approved in advance by the City. In the event a subcontractor is employed, the selected Proposers shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

30.0 LIVING WAGE POLICY:

As set forth in City Policy and Procedure 161.3, a copy can be downloaded from the Purchasing website: http://www.cityoforlando.net/admin/purchasing/161_3.pdf

Covered Service Contractors, as well as their subcontractors, shall pay to all of their employees providing Covered Services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project). "Living wage" means compensation for employment of not less than \$8.50 per hour for straight time,

exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the service Contractor shall allow the City to audit (at service Contractor’s place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the Contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all bid and Proposal awards for services, which involve City expenditures that exceed \$100,000.00 per year.

More particularly, this provision shall apply to single and multiple award contracts for services regardless of the initial value of the award whenever City expenditures exceed \$100,000.00 in any one contract year. As for multiple award contracts (contract award which will be divided among several Contractors), at the point when the City has expended \$100,000.00 on that contract in any one-contract year, regardless of whether such expenditure was to one Contractor or several Contractors, then the living wage provision shall apply to all Contractors who are a party to that award. For those contracts whose initial value was less than \$100,000.00 but exceeded \$100,000.00 prior to the end of the contract term, this provision will be applicable to that contract in the next quarter.

To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City’s Living Wage Policy.

A hard copy of the City's Living Wage Policy is also available at the Purchasing and Materials Management Division.

**31.0 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES;
STRENGTHEN ORLANDO:**

Chapter 57, Articles II and III, of the Orlando City Code establishes goals of 18% and 6%, respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women-Owned Business Enterprises. Selected Proposers are encouraged to utilize City certified M/WBE Firms for rehabilitation and other subcontracted work. A list of City certified firms can be found on the City’s web site located at: www.cityoforlando.net/admin/mbe/directory.htm.

Additional useful information regarding a variety of City supported programs and initiatives, including but not limited to Homebuyers Assistance, Homeowner Assistance, and Business Assistance can be found at www.strengthenorlando.com.

EXHIBIT “A”



CITY OF ORLANDO INCOME GUIDELINES, 2011

CITY OF ORLANDO
Income Guidelines, 2011

# of Persons In Household	Low 50% of Median or Less	Moderate 51% to 80% of Median	Middle 81% to 120% of Median
1	\$ 20,450	\$ 32,700	\$ 49,080
2	\$ 23,350	\$ 37,350	\$ 56,040
3	\$ 26,250	\$ 42,000	\$ 63,000
4	\$ 29,150	\$ 46,650	\$ 69,960
5	\$ 31,500	\$ 50,400	\$ 75,600
6	\$ 33,850	\$ 54,150	\$ 81,240
7	\$ 36,150	\$ 57,850	\$ 86,760
8	\$38,500	\$ 61,600	\$ 92,400

Orlando – Kissimmee MSA Median Income: \$57,400

EXHIBIT “B”



**NEIGHBORHOOD STABILIZATION PROGRAM 3
TARGETED AREA**

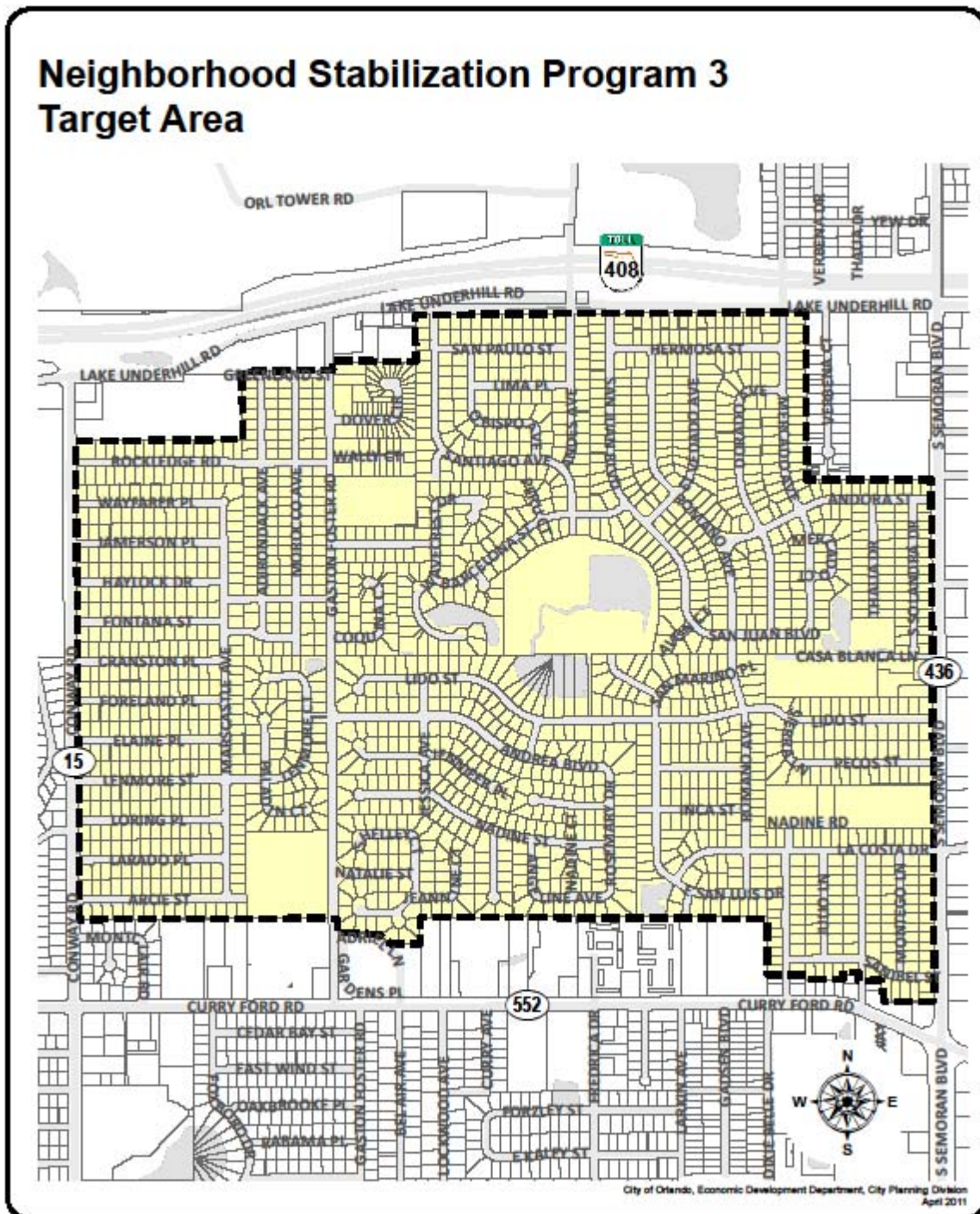


EXHIBIT “C”



**CITY OF ORLANDO
HOUSING REHABILITATION STANDARDS
NEIGHBORHOOD STABILIZATION PROGRAM 3**

**City of Orlando
Housing Rehabilitation Standards
Neighborhood Stabilization Program 3**

The Neighborhood Stabilization Program (NSP3) requires that activities administered under that program adhere to the rehabilitation standards of the Housing and Economic Recovery Act (HERA) as amended by the Wall Street Reform and Consumer Protection Act of 2010 (the Dodd-Frank Act). In addition, NSP3 properties must adhere to standards adopted by the City of Orlando. These standards relate to the housing safety, quality, and habitability, in order to sell or rent homes. In addition to the City's rehabilitation standards, improvements will be made to increase efficiency or conservation or to provide renewable energy sources as directed by HCD. The City of Orlando's Housing Rehabilitation staff will be available to provide technical assistance and inspections during the rehabilitation phase.

Rehabilitation Process

Bid Packages:

- The selected Proposer(s) (hereinafter referred to as NSP3 recipient(s) or the recipient of NSP3 funds) must develop a bid package and an Invitation to Bid for each home acquired with NSP3 funds. The bid package shall detail the rehabilitation specifications, time and location of a pre-bid walk through to be held by the NSP3 recipient, instructions for change orders, and the bidder's scope of work. The NSP3 recipient shall have the HCD staff review and approve the bid package and specifications before they are released for bids. The NSP3 recipient may use licensed contractors on the City's Contractors' Roster or invite other licensed contractors to bid on the work. The NSP3 recipient must obtain bids from at least three (3) bidders for the rehabilitation of each single family home.

Pre-Bid Walk Through:

- All bidders for NSP3 rehabilitation are required to attend a mandatory pre-bid walk-through before the submittal of any bid to the NSP3 recipient. The purpose of this walk-through is to provide and solicit information relative to the scope, purpose, nature, and extent of the work. Also, the walk through offers an opportunity to examine any local conditions that may affect the work and its performance. If a bidder cannot attend the walk-through or, if after the walk-through, the bidder chooses not to bid on the project, a "No Bid" should be returned to the NSP3 recipient. The "No Bid" may be hand delivered, mailed, or faxed to the NSP3 recipient, but must be received by the specified bid due date.

Bids and Proposals:

- The submittal of a bid by a bidder shall constitute an acknowledgement by the bidder that he/she has thoroughly examined the job site and is familiar with the rehabilitation work write-up and the specifications. All bids must be itemized. The line item total will be used as the basis for awarding the bid. If the line item total and the bid price listed on the Invitation to Bid differs, the line item total will prevail. Mathematical errors, omissions, or other mistakes made by the bidder, will not free a bidder from honoring a bid. The NSP3 recipient reserves the right to reject any or all bids or proposals.

Bid Selection:

- All bids for NSP3 rehabilitation must be submitted sealed and delivered to the NSP3 recipient no later than the specified time and date listed on the Invitation to Bid. All late bids must be rejected. The bid will be awarded to the lowest responsive and responsible bidder, unless otherwise approved by HCD.

Permits:

- All NSP3 projects must have the required permits for rehabilitation work. A copy of the permit must be submitted to the NSP3 recipient before the commencement of work. All trade work must be performed by a licensed trade professional.

Commencement of Work:

- For all rehabilitation work, the selected bidder (hereinafter the “Contractor”) unless prohibited by inclement weather, must begin work within 7 days after a written Notice to Proceed has been made available and signed by the NSP3 recipient.
- If the Contractor does not complete the work within the time frame specified in the work contract, the Contractor may be released from the job and a new Contractor hired to complete the work.

Completion of Work:

- At the completion of the NSP3 rehabilitation project, the Contractor will provide documentation of warranties to the NSP3 recipient, who will pass along the warranties to the NSP3 homeowners, when appropriate. The Contractor will also supply the NSP3 recipient with a list of all subcontractors used to install major components (e.g., plumbing, electrical, air conditioning, etc.) in the NSP3 home.

Scope of Work:

- The Contractor shall provide all labor, materials, equipment, permits, drawings (if needed), and services for the proper completion of the rehabilitation of the NSP3 single family home.

Work Write Up:

- Items in the work write up shall not take precedence over requirements in the City’s housing rehabilitation standards, architectural drawings, local and state building codes or NSP3 requirements.

Changes in the Write Up/Change Orders:

- All NSP3 rehabilitation jobs should be completed with no change orders.
- Changes will only be permitted by the NSP3 recipient when the Contractor encounters unforeseen conditions, which impact the work and could not be evaluated before work began. Before approving any change order, the NSP3 recipient must first obtain approval from HCD before granting approval to the Contractor for the change order. Substitutions of materials, changes in the scope of work or workmanship required by the City’s rehabilitation standards which may be proposed by the Contractor, shall be submitted in writing with any costs, to the NSP3 recipient for approval prior to work beginning. Any requested change which would conflict with these rehabilitation standards shall require the prior written approval of HCD.

Workmanship:

- All NSP3 rehabilitation work shall be performed in accordance with the standards of the industry and done in a professional and “workmanlike manner”.

Materials:

- All materials shall be new, in good condition, and of standard grade unless otherwise approved in writing by the City HCD staff before their delivery to the job. Products and materials should be installed in accordance with manufacturer’s directions and specifications.
- When “repair of existing work” is called for by the contract, the item is to be placed in “equal to new condition” either by patching or replacement. All damaged, loose, or rotted parts shall be removed and replaced, and the finished work shall match adjacent work in design and dimension.
- Product types, sizes, colors, etc. shall be in accordance with the specifications. Unless authorized by the NSP3 recipient, any product or material that does not match the specification sheet will be removed and replaced with the Contractor absorbing all costs incurred.

Incidental Items:

- Items not mentioned in these specifications, the architectural drawings, or the rehabilitation write-up that can be reasonably and legitimately inferred to belong to the work described, to provide a complete system, shall be furnished and installed as though specified in every detail.

Inspection of Work:

- The Contractor shall notify the NSP3 recipient and the HCD staff prior to a request for inspection of the work. The inspection of the work shall take place during normal working hours by authorized City of Orlando Building Inspectors and HCD staff.

Insurance:

- The Contractor shall maintain insurance coverage, as required by the City, and it must be in force throughout the entire contract term. Should the Contractor fail to provide acceptable evidence of current insurance within 7 days prior to the expiration date of an insurance policy or at any time during the contract term, the NSP3 recipient shall have the right to terminate the contract without any further obligation to the Contractor.

Subcontractors:

- When subcontractors are employed for NSP3 rehabilitation, they shall be bound by the terms and conditions of the work contract insofar as it applies to their work. This shall not relieve the Contractor from the full responsibility for proper completion of all NSP3 work.

Warranty:

- All NSP3 rehabilitation work must be warranted by the Contractor for a period of 1 year. Roof work must be warranted by a roofing contractor for a period of 5 years. During the warranty period, if the Contractor is notified of a problem by the homeowner or a representative of the NSP3 recipient, the Contractor must make arrangements to inspect the problem at the jobsite within 5 working days. If the problem is determined to be the responsibility of the Contractor, he must make corrections within 10 working days. If the Contractor feels the problem does not fall under the requirements of his warranty or is a result of homeowner abuse he should notify the HCD, who will make all final determinations in regard to corrective action.

Building Codes:

- All NSP3 rehabilitation work shall be done in accordance with the regulations of the governing local and state codes, as may be interpreted by the City of Orlando Permitting Services Division (Permitting Services).

Clean Up:

- All construction site debris shall be placed in a container on a daily basis. No debris is to be left in the yard. All work areas will be thoroughly cleaned at the completion of the project. All debris shall be disposed of legally.

Pay Requests:

- For NSP3 rehabilitation projects, partial pay requests may be turned in monthly by the NSP3 recipient during the rehabilitation. In order to be eligible for payment, the request shall include a complete invoice for reimbursement of costs with satisfactory lien waivers, evidence of inspections by the HCD Department and Building inspectors, and certification of compliance with the NSP3 recipient's Contract with the City.
- The Contractor shall submit a final permit and final lien release with all final NSP3 pay requests when the rehabilitation work is 100% complete. No funds will be disbursed until all required inspections and final approvals from Permitting Services and HCD have been obtained.
- Faxed pay requests will not be accepted for payment.

Construction Facilities and Temporary Controls:

- *A permit box is* to be posted at the home being rehabilitated with NSP3 funds on a 4 x 4 post facing the street with a “**No Trespassing**” sign under the box on all projects requiring a permit.
- Temporary Sanitation: Contractors should provide a Comfort House or equal with weekly service, when appropriate.

Rehabilitation Standards

Termite Control:

- To address the presence of termites, the Contractor must use an EPA approved termiticide and install per Florida Building Code.

Landscaping:

- The Contractor shall be responsible for any plant requirements mandated by City Code.
- No areas are to be left with bare soil. Sod or mulch must be installed.
- Any new landscape materials that are installed must be: drought-tolerant, low water “xeriscape” plants where practical.
- Install low volume, non-spray irrigation system (such as drip irrigation, bubblers, or soaker hose).

Concrete:

- The Contractor shall provide cast-in-place concrete including, but not limited to footings, foundations, steps and slabs on grade. Follow ACI codes and standards.
- No concrete is to be placed over grass, roots, or foreign matter.
- Concrete reinforcing specifications shall be as follows: Bars: deformed steel, ASTM A615, grade 60 and Mesh: welded steel wire fabric, ASTM A185. Note: Fibermesh is acceptable in lieu of welded steel fabric.
- The Contractor shall use cement with the following specifications: type I minimum 2500 PSI at 28 days, ASTM C150.
- The concrete aggregate shall be normal weight, ASTM C33.
- All concrete slabs shall be separated from existing construction by ½ inch asphalt-impregnated expansion joint material.
- The isolation and control joints shall meet industry standard.
- Exterior steps and slabs shall be broom finish.

Masonry:

- The Contractor shall provide unit masonry for block wall construction.
- Concrete block shall be normal weight, ASTM C145, C90 Type 1, grade N; nominal 8 x 8 x 16” size with hollow cores. Special shapes as required by plans or buildings configuration.
- Mortar shall meet the following specifications: ASTM C270, cement-line mortar, type N above grade, type M below grade, other types as required by application.
- Ties and reinforcing shall be hot-dipped galvanized ASTM A153.

Fences:

- **Fences shall meet the following specifications: chain link variety, unless otherwise specified, hot dipped galvanized #11 minimum wire, post, and fasteners, minimum 4 feet high.**
- Entrance gates shall be minimum 42 inches wide and 4 feet high.
- Driveway gates shall be a minimum of 10 feet wide and 4 feet high.
- Fence posts shall be anchored in concrete. (60 lbs per post)
- All fence installations shall be surveyed prior to installation.
- All fence installations shall include the removal of any shrubs, trees, flowers, etc., that may be in the way of, or interfere with the fence installation. Care shall be taken to keep plant removal to the minimum necessary for installation.

Wood /Plastics:

- The Contractor shall provide rough carpentry including but not limited to, framing, blocking, nailers, plates, sub flooring, sheathing and furring.
- All vertical framing members and furring strips shall be 16 inches on center.

- Material specifications shall be as follows: Lumber – comply with PS 20 and respective grading rules. Plywood – comply with PSI ANSI A 199.1 or APA performance standard.
- The Contractor shall provide galvanized steel connectors by Simpson Strong – Tie Co. or a product of equal quality.
- The Contractor shall use certified preservative treated lumber at areas where wood is in direct contact with masonry or concrete, including sole plates, furring and blocking.
- The Contractor shall use pressure treated lumber for all exterior columns, beams, railings, etc.
- The Contractor shall use ½ inch 4 ply CDX plywood for decking, roof and gables.
- All decking shall be nailed, not stapled.

Finish Carpentry:

- The Contractor shall use cement siding/soffit material for all exterior running and standing trim.
- Carpentry materials shall have the following specifications: Softwoods – comply with PS 20. Hardwoods – comply with NHLA rules. Carpentry shall be painted or stained per City of Orlando color pallet.
- All finish work must be of good quality, using mitered corners where practical, and staggered joints.
- All exterior fasteners and hardware shall be galvanized or non-corrosive.

Thermal and Moisture Protection:

- All roof/attic insulation must be a minimum of R-30 (cumulative).
- The Contractor shall provide either batt or blown insulation in all roof and attic spaces. In sloped ceiling areas, the Contractor must provide batt insulation, supported by metal rods or continuous galvanized wire mesh.
- Acceptable insulation manufacturers include DOW, Certain-Teed, Manville, Owens Corning or equal.
- The Contractor must provide spray foam insulation at window and door casings, behind electric boxes and at wall penetrations.
- Underlayment shall be installed in accordance with the Florida Building Code sub-sections 1507.3.8.1 and 1507.3.8.2.
- Non-shrinking latex or silicone caulk shall be used to seal exterior wall construction, including visible cracks. The Contractor must seal framing members in exterior walls, especially penetrations made by mechanical, electrical, or plumbing trades.

Doors:

- All exterior doors shall be steel, six panel pre-hung, foam-filled with wood blocking at lock bore area and trim on both sides. Front doors shall include a peephole. All doors must be Energy Star labeled.
- All exterior locksets shall be of a security type to include deadbolts.
- All locks for a home shall be keyed alike.
- The Contractor shall be responsible for providing door and window installation specifications to Permitting Services.
- All interior doors shall be “*Masonite.*” or equivalent
- All security doors shall have wire screening.
- All doors shall have a spring doorstop installed, where needed.

Windows:

- All windows shall be aluminum, single hung, double glazed, white in color except to match existing, be Energy Star Labeled and meet Florida Building Code requirements.
- All windows shall have a screen.
- All bathroom windows shall have obscured glass.

Laths and Plaster:

- The Contractor shall use the following specifications for plaster: cement plaster (stucco, not “stucco-like veneer”): 3 coats for frame, 2 coats for block complying with ANSI A42.2 and A42.3.

- The specifications for the metal lath are as follows: comply with MLSFA “Technical Bulletin 101” and ASTM C841.
- The Contractor shall use zinc alloy or plastic plastering accessories including, but not limited to, small nose corner beads, square edged casing beads, two-piece control joints and fasteners.

Drywall:

- The Contractor shall use gypsum board as the typical finish on the home, including, but not limited to, walls, ceilings, and soffit and shall provide necessary accessories, anchors and metal corner beads.
- Gypsum wallboard specifications shall be as follows: ½ inch thick; comply with ASTM36-screwed.
- The Contractor shall install cement-based backer board around tub/shower and other moisture-prone areas and shall comply with ASTM C475 as recommended by the manufacturer.
- All drywall shall be made from 100% recycled paper.
- All repairs on rehabilitation projects shall match existing finish, unless otherwise specified.

Tile:

- All wall tile shall be 4 x 4”, gloss finish, white, except to match the existing tile. Flat cap or mud cap must be used at edges.
- All standard grade tile shall be installed per specifications or instructions issued by the material manufacturer. Tile shall be applied with acrylic modified thin-set and grout. No mastic shall be used in wet areas.
- All tile tub/shower surrounds shall include cement based backer board. Backer board to be installed over lip of tub, 2 inches past tub/shower on sides, and all joints sealed with fiberglass mesh tape and thin-set. No gypsum products behind or over backer board.
- All tile tub/shower surrounds shall include soap dish and towel bar.

Marble Window Stools:

- The Contractor shall provide honed white marble stools, complying with MIA group “A” requirements for soundness, with rectangular profile and eased edges.

Flooring:

- All carpet shall be installed as per manufacturer’s specifications. Transitional metals shall be installed where needed.
- The carpet pad shall be minimum 7/16 thickness and 6 lb density.
- Ceramic tile installed shall be 12” x 12” minimum, glazed ceramic tile with a PEI rating of 4 (minimum)

Painting:

- When painting is required, the Contractor shall include the painting of all walls, ceiling, trim, closets and doors.
- The Contractor shall use the City of Orlando’s color pallet.
- The Contractor shall paint all kitchen and bathroom doors and trim in semi gloss; all other walls/ceilings shall be painted in satin.
- All surfaces to be painted shall have the required prep work included. Prep work shall include filling holes, repairing stucco, caulking, spackling, etc.
- The Contractor shall remove over spray of texture application from doors, windows and trim prior to painting.
- The Contractor shall use qualified and trained painters, and provide surfaces free of runs, drips, holidays, and other visual defects at time of substantial completion.
- At the completion of all projects the Contractor shall leave the homeowner, a small quantity of all paints used in sealed containers.

Appliances:

- All appliances must be Energy Star labeled.

- All ranges are to have four burners and a glass panel door.
- All refrigerators are to be 18 cf., no frost with glass shelves.
- All range hoods to be ductless or ducted (match existing), fan with light, white.
- Appliance colors: standard white factory finish or to match existing appliances.

Cabinetry:

- All cabinetry, kitchen or bathroom, will be made with solid oak frame and doors.
- Vanity tops shall be one-piece cultured marble vanity top with sink.

Plumbing:

- For repiping projects, the Contractor shall ensure that the main waterline must enter through a low area of a wall into a closet or other approved location and be covered diagonally with a 1 x 6 board to protect the pipe, and caulked and painted.
- For repiping projects, the Contractor shall ensure that the pipe will be replaced from the utility meter to the house with ¾ inch PVC pipe.
- Quest/Pex or CPVC hot and cold piping shall be installed as per manufacturer’s recommendation.
- New pipe installed in all unconditioned space shall be thermo-insulated.
- For repiping and new home/reconstruction projects a minimum of two hose bibs shall be installed with vacuum breakers.
- The Contractor shall remove all old hose bibs and patch with mortar, unless an electrical ground is attached.
- For repiping projects, the Contractor shall ensure that all holes made through walls, ceilings, etc. must be repaired to match existing walls, ceilings, etc. and primed.
- All penetrations through walls and cabinets must have escutcheon plates installed.
- The Contractor shall ensure that all drains are snaked out along with the main line from the house to street. All drains must be properly working at time of final inspection.
- All trenches created for plumbing repairs are to be properly filled and compacted to ground level.

Plumbing Fixtures:

- All replaced toilets, showers, and faucets must be water efficient.
- All tubs are to be “Americast”, or equivalent.
- All fixtures shall match existing fixture, when appropriate.
- All water heaters must be Energy Star labeled and meet all installation codes, plumbing, electrical and building.
- All faucets/valves will be handicapped designated.
- All tubs/showers shall have anti-scald guards.
- Kitchen sinks shall be stainless steel double bowl with a depth of 8 inches.

Mechanical:

- The Contractor shall provide heating, ventilating and air conditioning systems, including controls, wiring, copper line, condensate pumps, thermostats, ducts, dampers, vents, registers, returns, remote panels and exterior pad to complete the work. The systems shall be balanced for uniform air distribution.
- All units are to be 14 SEER minimum, or equivalent, and installed per specification sheet and manufacturer’s specifications. Size and layout must be approved by Permitting Services. All units must be Energy Star labeled.
- The Contractor shall install an air handler on a sealed wood platform with return vent in wall below the unit.
- The Contractor shall install a Masonite or equivalent ½ door for access to the HVAC closet. No bifold doors will be accepted for HVAC closet.
- The Contractor shall install attic-mounted rigid and flexible ductwork: R-6 minimum.
- The Contractor shall ensure that the return vent is filter backed.

- The Contractor shall install ceiling ducted vents with dampers to range and 90 cfm bathroom fan/vent.
- The Contractor shall install a dryer vent on the interior walls manufactured by “Dryerbox” by In-O-vate Technologies or equivalent.

Electrical:

- The Contractor shall ensure that smoke detectors are installed in hallways and bedrooms.

Lighting and Fans:

- The Contractor shall ensure that all fixtures installed must use Energy Star labeled bulbs.
- The Contractor shall install ceiling fans when appropriate.
- All ceiling fans shall have a light kit.

Energy Efficiency:

- Energy Efficiency materials and products will be used to improve conservation and sustainability for the purchasers or renters of homes purchased with NSP3 funds such as:
- Durable materials that last longer than conventional counterparts such as stone, brick, or concrete.
- Resource Efficient Materials such as layouts and advanced building techniques that reduce the amount of homebuilding material required.
- Heat Absorbing Materials that retain solar heat in winter and remain cool in summer.
- Solar Reflective Paving such as light-colored/high-albedo materials and/or open grid pavement with minimum Solar Reflective index of 0.6 over at least 30 percent of the site’s hardscaped areas.
- Use materials that are close to the job site.
- Install Green Roofing that is Energy Star compliant and high emissive roofing, and/or install a Green (vegetative) roof for at least 50 percent of the roof area; or a combination of high-albedo and vegetative roof covering 75 percent of the roof area.

Other NSP3 Rehabilitation Requirements:

- All gut rehabilitation (i.e., general replacement of the interior of a building that may or may not include changes to structural elements such as flooring systems, columns or load bearing interior or exterior walls) or new construction of residential buildings up to three stories must be designed to meet the standard for Energy Star Qualified New Homes.
- All gut rehabilitation or new construction of mid- or high-rise multifamily housing must be designed to meet American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Standard 90.1 – 2004, which is the Energy Star standard for multifamily buildings piloted by the Environmental Protection Agency and the Department of Energy
- Compliance with Section 504 of the Rehabilitation Act of 1973
- Compliance with the Fair Housing Act with respect to provisions related to physical accessibility standards for persons with disabilities.

EXHIBIT “D”



LONG TERM AFFORDABILITY TABLE

LONG TERM AFFORDABILITY TABLE

Amount of Disposition Assistance	Years of Restriction
\$ 0.00 to \$10,000	7
\$10,000.01 to \$20,000	15
More than \$20,000	20

ATTACHMENT “A”



**PRE-PROPOSAL CONFERENCE
ATTENDANCE NOTIFICATION FORM**

PRE-PROPOSAL CONFERENCE ATTENDANCE NOTIFICATION

A Non-Mandatory Pre-Proposal Conference will be held at **The Purchasing and Materials Management Division offices, City Hall at One City Commons, 400 South Orange Avenue, 4th Floor, Orlando, Florida on September 13, 2011 @10:00 a.m., Local Time, City of Orlando, FL.**

Please return this form by: Friday, September 9, 2011.

CITY OF ORLANDO
PURCHASING AND MATERIALS MANAGEMENT DIVISION
CITY HALL AT ONE CITY COMMONS
400 SOUTH ORANGE AVENUE - FOURTH FLOOR
ORLANDO, FLORIDA 32801
TELEPHONE: (407) 246-2291
FAX: (407) 246-2869

PLEASE CHECK:

_____ We plan to attend

Name of Representatives who will attend

1. _____
2. _____
3. _____

_____ A list of questions or statements for discussion at the Pre-Proposal Conference is attached using the form attached to this Request for Proposal, titled “Written Question(s).”

Signature

Title

Name of Company

Date

ATTACHMENT "B"



PROPOSER'S CERTIFICATION

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal and any other documents accompanying or made a part of this Request for Proposal.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer/Contractor as its act and deed and that the Proposer/Contractor is ready, willing and able to perform if awarded the Contract.

I further certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; that no officer, employee or agent of the City of Orlando or of any other Proposer is interested in said Proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

Sworn to and subscribed before me

BY:

this _____ day of

SIGNATURE

_____, 2011

NAME & TITLE, TYPED OR PRINTED

Signature of Notary

MAILING ADDRESS/ OR IF DIFFERENT
YOUR PRINCIPAL PLACE OF BUSINESS

Notary Public, State of _____
Personally Known

CITY, STATE, ZIP CODE

-OR-
Produced Identification _____

() _____
TELEPHONE NUMBER

Type: _____

() _____
FAX NUMBER

DUNS Number: _____

Company Tax ID # _____
(The City only requires Company Tax Id numbers. The City is not requesting individual social security numbers.)

E-MAIL ADDRESS

ATTACHMENT "C"



ADDENDUM RECEIPT VERIFICATION

ADDENDUM RECEIPT VERIFICATION

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

Company

Signature

Title

ATTACHMENT "D"



REFERENCES

REFERENCES

Proposer shall submit as a part of the Proposal package, a minimum of three (3) references with knowledge concerning your ability to manage the activities in the RFP. References should have knowledge regarding your ability based on projects or activities which preferably have been completed within the last three (3) years. Additional references may be provided as set forth below. **Please validate the information you are providing below is the current/accurate information as it will be utilized in confirming your references.**

Project #1:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #2:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #3:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #4:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #5:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

ATTACHMENT “E”



**QUESTIONS REGARDING SOLICITATION
OR PROPOSAL PROCESS FORM**

WRITTEN QUESTIONS



Any questions about the RFP or the solicitation process must be received by the City in writing by the cut-off date for questions set forth in the RFP. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Any questions received after the cut-off date for questions as set forth in the RFP will not be considered. Please submit all questions to the Purchasing Agent as identified in this Request for Proposal.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

SOLICITATION NUMBER: _____ **DATE SUBMITTED:** _____

SOLICITATION TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT NAME: _____ **PHONE:** _____

1. _____

2. _____

3. _____

4. _____

5. _____
