



**REQUEST FOR PROPOSAL (RFP)**  
**HOME- ARP (AMERICAN RESCUE PLAN)**  
**FUNDING FOR**  
**The Development Affordable Rental Housing**  
**New Construction of Multi-Family Rental Affordable Housing**  
**\$1,557,353**

**Fiscal Year 2022**

**Issued: Thursday, April 7, 2022**

**Deadline: Thursday, May 12, 2022**  
**12:00 P.M. (EST)**

**The RFP is available on-line at:**

**<https://www.pompanobeachfl.gov/residents/housing-and-urban-improvement>**

Issued by:

City of Pompano Beach

Office of Housing and Urban Improvement  
(OHUI)

100 W. Atlantic Blvd, Suite 220  
Pompano Beach, FL 33060

PROCESS & TIMELINE	
<b>PHASE ONE – Window of Opportunity for Assistance</b>	
a. Request for Applications (RFP) (the “RFP”) Issued	April 7, 2022
b. Email all questions to Miriam Carrillo, Director at: <a href="mailto:Miriam.Carrillo@copbfl.com">Miriam.Carrillo@copbfl.com</a>	April 7, 2022 – May 11, 2022 @ 12:00 P.M. (EST)
c. Cone of Silence Ordinance provides that after the advertisement of the RFP, potential vendors and their representatives are substantially restricted from communicating regarding the RFP with City of Pompano Beach Commissioners and staff, Evaluation Committee Members, or any staff person that is to evaluate or recommend selection in this RFP process.	April 7, 2022, or until the City takes action which ends the RFP process.
<b>PHASE TWO – Deadline for Applications</b>	
a. Deadline for Submission of Responses to the RFP (each response an “Application”): An Application must contain one (1) original clearly marked original, two (2) copies, and one searchable copy on a USB flash drive	May 12, 2022, 12:00 P.M. (EST)
<b>PHASE THREE – Review, Evaluation &amp; Recommendation Process</b>	
a. Staff Review of Applications	May 16– May 27, 2022
b. Evaluation Committee (“EC”) Review of Applications	May 17 – June 16, 2022
c. Scoring of Applications & Recommendations Meeting	June 16, 2022
d. Appeals Process	June 16, 2022 – June 23, 2022 Deadline: June 23, 2022 @3:00 P.M. (EST)
<b>PHASE FOUR – Agreement Contracting Process</b>	
To be Completed on or before:	Construction: Complete no later than 12 months after Contract Execution Date.
<b>PHASE FIVE – Source of Funds</b>	
<p>\$1,557,353.05 is available using funds allocated to the City from the HOME-ARP (American Rescue Plan) for the development of affordable rental housing. Units to be dedicated in perpetuity for affordable housing, with a minimum of ten (10) units. These funds are subject to all applicable laws, rules, and regulation applicable to the HUD HOME-ARP Funds. Sources and Uses demonstrating project viability are required prior to construction. <b>Only one (1) ARP application for the same project (development site) will be eligible for funding.</b></p>	
<b>PHASE SIX – Rescind Application(s)</b>	
The Director of the Office of Housing and Urban Improvement (“OHUI”) reserves the right to rescind any or all Request for Proposals (RFP), as determined in the Director’s sole discretion.	

#### APPLICATION DISCLAIMER

Applicants should check the City’s website @ <https://www.pompanobeachfl.gov/residents/housing-and-urban-improvement> regarding questions and responses related to the Applications.

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**\*\*ALL DATES ARE SUBJECT TO CHANGE\*\***

City of Pompano Beach  
Office of Housing and Urban Improvement

**REQUEST FOR PROPOSAL (RFP)**  
**FY 2022**

**1. APPLICANT COVER SHEET**

**A. Funding Request Summary**

1. Project Name:	2. Project Type: <b>New-Construction of Affordable Housing Rental Units</b>	3. Funding Source: <b>American Rescue Plan (ARP)</b>	4. \$ Amount Requested:
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**B. Applicant Information**

5. Applicant's Legal Name:	
6. Owner's Legal Name or Entity:	
7. Main Administrative Address:	
8. City & State:	9. Zip Code:
10. Telephone number including area code:	11. Fax Number:
12. E-mail Address:	13. Web Site:
14. CEO/Executive Officer:	15. Office Phone Number:
16. Chief Financial Officer:	17. Office Phone Number:
18. Contact Person's Name:	19. Telephone number including area code:
20. Mailing Address, City, State, Zip Code, Email	
21. Type of Entity (check all that apply): <input type="checkbox"/> Private-For-Profit Corporation or Limited Partnership <input type="checkbox"/> Not-For-Profit	
22. (State) licensed to do business in Florida (Only units of government can check N/A) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A.	
23. Federal Identification Number:	
24. Number of years licensed entity has been in business.	

**C. Certification of Accuracy and Compliance**

I do hereby certify that all facts, figures, and representations made in the Application are true and correct. Furthermore, all applicable statutes, terms, conditions, regulations and procedures for program compliance and fiscal control, including but not limited to, those contained in the Application will be implemented to ensure proper accountability of contracts. The selected Applicant must provide OHUI with executed commitments outlining the terms of all senior and subordinate funding sources identified within Appendix A of the RFP, prior to the closing on the HOME-ARP construction loan. ARP construction must be completed complete no later than 12 months after Contract Execution Date. Project construction must commence prior to December 31, 2022. I certify that the funds requested in this Application will not supplant funds that would otherwise be used for the purposes set forth for the project in this Application and information contained within Appendix A is a true estimate of the amount needed to construct the proposed project.

I further certify that the proposed affordable housing project can be completed and operating within the development schedule, budget and operating pro forma included within the Application. The filing of this RFP has been authorized by the Applicant entity and I have been duly authorized to act as the representative of the Applicant in connection with this application. I also agree to follow all terms and conditions outlined in the RFP, and all applicable federal, state and local statutes, laws, rules or ordinances.

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Print Authorized Official's Name

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Authorized Official's Title

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Authorized Official's Signature

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Date

## 2. FATAL FLAW CHECKLIST

Failure to comply with or include any of the Required Items listed below that apply to the Applicant's status (Non-Profit, For-Profit, etc.) will result in a Fatal Flaw and removal from further consideration of approval.

Required Items			
1.	The Application was received by the due date and time.	Yes	No
2.	The Original Application contains an original signature on Applicant Cover Sheet and a Certification of Accuracy and Compliance.	Yes	No
3.	The Application is responsive, addressing the activities for which funds are available.	Yes	No
4.	The Applicant included Attachment "A" Certificate of Status from the Florida Secretary of State's Office certified and dated within twelve (12) months of the due date of this Application. This Certificate must state that the Applicant is active.  In the alternative, the Applicant may submit a printout from the Florida Division of Corporations Online, <a href="http://www.sunbiz.org">www.sunbiz.org</a> , Public Inquiry dated within twelve (12) months of the Application due date, stating that the Applicant is active. <b>Please note that a copy of the Articles of Incorporation or any similar document does not meet the requirements of this section.</b>	Yes	No
5.	The Applicant included Attachment "B" a copy of the IRS determination of 501(c)(3) for non-profit Applicant agencies.	Yes	No
6.	The Applicant provided evidence that the proposed use is allowed for the site proposed for funding and that appropriate land use and zoning is in place as of the RFP deadline.	Yes	No
7.	Did the Applicant submit more than one application under the City of Pompano Beach ARP funding programs, for the same project (development site)?*	Yes	No
8.	Attachment "J" Litigation History Form is attached and signed.	Yes	No

**\* Multiple Fiscal Year 2022 ARP applications for the same project (development site) are not allowed and will result in disqualification of all the Applications.**

**The remainder of this page is left blank intentionally**

### 3. INFORMATION

The American Rescue Plan Act of 2021 appropriated \$5 billion to provide housing, services, and shelter to individuals experiencing homelessness and other vulnerable populations, to be allocated by formula to jurisdictions that qualified for HOME Investment Partnerships Program allocations in Fiscal Year 2021.

The City of Pompano Beach is issuing one (1) Request for Proposals (RFP) utilizing HOME-ARP funding (collectively "ARP Funding RFPs") This RFP, with funding up to \$1,557,353.05 is available for the development of affordable rental housing. These funds are administered through Pompano Beach's Office of Housing and Urban Improvement, and designed to serve the very- low, low and moderate-income families, while creating and sustaining affordable housing throughout Pompano Beach. This RFP outlines the requirements, selection process and the information necessary to submit an Application for this service. **Multiple Fiscal Year 2022 ARP applications for the same project (development site) are not allowed and will result in disqualification of all the applications.**

### 4. FUNDS AVAILABLE

**\$1,557,353.05** is available through the HOME-ARP Fund for the purpose of new construction of a minimum of ten (10) multifamily rental affordable housing units. The HOME-ARP funding will be used for Development of Affordable Housing (for those at greatest risk of instability/cost-burdened), for the following priorities: 1) those at greatest risk of housing instability/cost-burdened, 2) at-risk of homeless, 3) homeless, and 4) fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking. The funds made available will be in the form of an installment loan. The terms of the loan will be amortized over 30 years with 1% simple interest. Payments including principal and interest will be due annually beginning one year after project completion. Projects that utilize funds for shorter periods of time will receive preference.

Not less than 70% total HOME-ARP rental units assisted with HOME-ARP funds must be restricted for occupancy by qualifying households. A minimum of 60% of the funds must be utilized for households with incomes less than or equal to 50% AMI.

The OHUI Director reserves the right to negotiate award amounts regardless of the amount requested. The amount of funding available at this time is conditional. The RFPs are subject to funding available at the time of award.

### 5. APPLICATION PREPARATION AND SUBMITTAL REQUIREMENTS:

- One (1) original clearly marked original, within a secure binder, and two (2) copies within a secure binder.
- One searchable electronic copy on a USB flash drive. Documents such as site plans, work-flow diagrams, photographs, and other documents not routinely suitable for searching are exempt from the searchable requirement.
- All Applications must be submitted on 8 1/2" X 11" paper, neatly typed, single sided, margins of 1", 12-point font size, and spacing.
- Pages and attachments must be tabbed according to the sections and sequentially numbered.
- 

**APPLICATIONS RECEIVED AFTER 12:00 PM (EST) on THURSDAY, May 12, 2022, WILL NOT BE ACCEPTED.**

**Forward to: City of Pompano Beach  
Office of Housing and Urban Improvement  
100 W. Atlantic Blvd, Suite 220,  
Pompano Beach, FL 33060  
Attn: Miriam Carrillo, Director**

## **6. SCOPE OF WORK**

City staff will expect the developer to have the capacity to exercise independent judgment and to perform those actions necessary to achieve the project objectives. While the developer will be working under the general direction of the OHUI, it should be understood the City has limited professional staff capacity to support the project and will rely on the personnel, experience and expertise of the developer to ensure all necessary components of the housing project are completed in a timely manner.

Applicant's requesting funding under this RFP must provide at least ten (10) residential units that will be affordable for households whose income is 80% or below the area median income ("AMI"). Not less than 70% total HOME-ARP rental units assisted with HOME-ARP funds must be restricted for occupancy by qualifying households. A minimum of 60% of the funds must be utilized for households with incomes less than or equal to 50% AMI. Preference will be given to developers who prioritize 30% AMI households.

Rents charged for affordable units may not exceed the rent limits specified within Section 18 of this RFP. Additional affordable and/or market rate units are encouraged. See Section 18 and Exhibit 1, Page 19 for Broward County's 2021 Income Limits and Rent Limits.

The Applicant should outline their Application, in such a way, that the Evaluation Committee ("EC") can clearly discern that the Applicant understands the programmatic requirements and offers a plan for delivery of performance that is advantageous to the City and minimizes risk through overall quality and superior management. Prior to construction, Applicants will be required to demonstrate, to the satisfaction of the Director, an ability to commence construction prior to December 31, 2022. Such evidence will include, funding comments, evidence that underwriting, construction contracting, and land development matters will be obtainable prior to December 31, 2022.

Scope of Service includes but is not limited to the following:

### **Rental Housing**

- a.** Housing must be created, repaired or preserved for households with income at or below 50% AMI whose rent is no more than 30% of gross income of a household at 50% AMI including utilities.
- b.** Housing must be kept affordable and be income restricted for at least 30 years.
- c.** Housing (after rehab) shall comply will all applicable City minimum housing and building codes.
- d.** Staff will evaluate all proposals based on the project's contribution to increase the affordable housing stock, upon project need, and availability of resources to determine the appropriate level of funding. The OHUI will consider a maximum investment of \$100,000 per unit.
- e.** Projects should incorporate energy efficient features into the design.
- f.** Newly constructed housing will be:
  - i. Located in areas of the city which do not have a high concentration of lower income housing, or
  - ii. Part of a larger neighborhood revitalization effort.
- g.** Projects may not exceed total secured funds to value ratio greater than 115% from all sources.
- h.** A minimum of 85% of all AHTF funds received shall be applied to design, engineering, or capital costs including acquisition, rehabilitation or labor and materials. A maximum of 15% of the total AHTF funds received may be applied to staffing and other soft costs.
- i.** The OHUI shall secure its funding for capital costs with a promissory note and a mortgage in the form of a non-recourse loan.



The Director of the OHUI reserves the right to rescind or reduce awarded funds for projects that present significant material changes as determined in the discretion of the Director, including but not limited to additional financing, modified financing terms, development type change, and/or a reduction in the number of units.

## **7. TERMS OF AGREEMENT AND LOAN POSITION**

### **A. Project Funding/First and Subordinate Mortgages**

1. The Applicant must demonstrate that land improvements will be able to commence prior to December 31, 2022.
2. The City will not require outside credit underwriting if the Applicant provides documentation that the first mortgage will be subject to underwriting and loan terms similar to generally accepted industry standards for affordable multifamily developments of similar size and scope. The development budget and any subordinate mortgages must be included within the scope of such underwriting documentation and acceptable to the first mortgage lender.
3. The City reserves the right to engage outside credit underwriters if documentation specified above is not available. The Applicant will be responsible for all credit underwriting requirements and fees.

## **8. WHO MAY APPLY**

For-Profit organizations authorized to transact business in the State of Florida, and Not-for-Profit organizations authorized to transact business in the State of Florida with 501(c)(3) status.

## **9. CONTACT PERSONS**

Questions regarding this RFP are to be directed by e-mail to Miriam Carrillo, Director at [Miriam.Carrillo@copbfl.com](mailto:Miriam.Carrillo@copbfl.com).

Such contact shall be for clarification purposes only. The City must receive all questions no later than Wednesday, May 11, 2022 by 12:00 P.M. eastern standard time. Questions and answers will be posted to the City's website <https://www.pompanobeachfl.gov/residents/housing-and-urban-improvement>.

## **10. ESTIMATED PROJECT SCHEDULE (MILESTONES)**

Applicants shall provide a detailed project development schedule through completion that contains timeframe and performance benchmarks. Include all phases of the project, including design, construction, marketing, and tenant selection. See requirements in Appendix C (Page 28)

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## 11. STANDARD DISCLOSURES INSTRUCTIONS FOR APPLICANTS

### Litigation History

- a. All Applicants are required to disclose to the City all "material" cases filed, pending, or resolved during the last three (3) years prior to the RFP due date, whether such cases were brought by or against the Applicant, any parent or subsidiary of the Applicant, any predecessor organization or any principals of the Applicant. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
  1. A similar type of work that the vendor is seeking to perform for the City under the current RFP.
  2. An allegation of negligence, error or omissions, or malpractice against the Applicant any of its principals or agents who would be performing work under the current RFP;
  3. An Applicant's default, termination, suspension, failure to perform, or improper performance in connection with any contract.
  4. The financial condition of the Applicant, including any bankruptcy petition (voluntary and involuntary) or receivership; or
  5. A criminal proceeding or hearing concerning business-related offenses in which the Applicant or its principals (including officers) were/are defendants.
  6. For each material case, the Applicant is required to provide all information identified on the Litigation History Form, Attachment J.
  7. The City will consider an Applicant's litigation history information in its review and determination of responsiveness.
  8. If the Applicant is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
  9. An Applicant is also required to disclose to the City any and all case(s) that exist between the City and any of the Applicant's subcontractors/subconsultants proposed to work on this project.
10. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Applicant being deemed non-responsive.

### b. Additional Information

- |    |  |     |    |
|----|--|-----|----|
| 1. | Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.   | Yes | No |
| 2. | Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.   | Yes | No |
| 3. | Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.   | Yes | No |
| 4. | Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety. | Yes | No |
| 5. | Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.  | Yes | No |
| 6. | Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response.   | Yes | No |

## 12. EVALUATION/SELECTION PROCESS

OHUI staff will evaluate Applications received by the submittal deadline for completeness and to verify that both the Applicant and the proposed project align with the solicitation requirements of this RFP. Applications determined to be non-responsive will not be considered or evaluated. All responsive Applications will be forwarded to the Evaluation Committee (EC) who will evaluate and rank the Applications on the evaluation criteria within Item 17 (page 15) of this RFP. The criteria are itemized with their respective weights for maximum points. An Applicant may receive the maximum points or a portion of this score depending on the merit of its Application. For each Application, the scores of the Evaluation Committee members will be totaled and then averaged for a Project score. **Projects must score a minimum average of 75 points to be considered for funding.** The number of projects to be considered for funding will be determined by the number of Applications that scored no less than 75 points.

If a tie breaker is needed during scoring to determine project ranking, the first tiebreaker will be those with the least amount of City subsidy per unit will be ranked higher. If a second tiebreaker is needed, those projects with the highest number of affordable units will be ranked higher.

## 13. APPEALS PROCESS

All appeals must be timely submitted per the requirements of the Process & Timeline included within page 2 of this RFP, in writing or emailed Miriam Carrillo, Director, Office of Housing and Urban Improvement at the address or email listed below. All appeals must be based on the evaluation scoring criteria and the Applicant must define the basis for the appeal. The Director will evaluate all appeals and provide a written response within two (2) business days of receiving the appeals letter. The Director will not substitute her judgement for that of the EC. The Director will limit her review to the points raised by any Applicant in their written appeals. The Department Director's decision is final and will be reported to the EC. Recommendation of the selected applications will be submitted to the City Commission for final approval.

### **ADDRESS APPEALS TO:**

Miriam Carrillo, Director  
City of Pompano Beach  
Office of Housing and Urban Improvement  
100 W. Atlantic Blvd, Suite 220  
Pompano Beach, FL 33060  
[Miriam.Carrillo@copbfl.com](mailto:Miriam.Carrillo@copbfl.com)

## 14. GENERAL PROGRAM REQUIREMENTS

### **Income Limits, Rent Limits and Affordability:**

The Income and Rent Limits is updated annually by the Department of Housing and Urban Development (HUD) and distributed by the Florida Housing Finance Corporation (FHFC). Affordability means that monthly rent payments do not exceed (30%) thirty percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 (19), (20) and (28), F.S. See Exhibit 1, page 19 for Broward County's 2021 Income and Rent Limits. (Subject to Change)

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## **15. MINIMUM SUBMISSION REQUIREMENTS**

### **Applicant Submission**

The following information shall be submitted in the written Application Summary. This is an opportunity for the Applicant to convey, in their own words to the Evaluation Committee, how the proposed project will be a highly beneficial use of the Property that will be cost-effective, timely, and provide options superior to those currently available to the community. Omission of any of the required information may lead to a determination that the Application is non-responsive. Please provide the following items as listed:

The Applicant and Development Team:

- A. The Application must include a description of the development team, the individuals, and organizations to be involved in the Project, in particular the Project Manager, and their experience. The development team shall include, without limitation, the Applicant, architect, engineers, and consultants, and may include the contractor, property manager, lenders, attorneys, accountants, and investors. Background information, including firm resumes and resumes for principals and employees expected to be assigned to the project, shall be provided.
- B. The name, address and telephone number of the Applicant, the name of any representative authorized to act on his/her behalf, the name of the contact to which all correspondence should be addressed, and the names and primary responsibilities of each individual on the development team. The lead Project Manager should be specifically identified.
- C. If the Applicant is not an individual doing business under his/her name, a description of the firm and status of the organization (e.g. whether a for profit, not-for-profit or charitable institution, a general or limited partnership, a corporation, LLC, LLP, business association, or joint venture) and the jurisdictions in which it is registered to do business. If the Applicant is a non-profit; please include a list of the organization's Board of Directors and areas of expertise they represent.
- D. The nature of the entity: 1) to enter into the purchase and sales agreement for the property, 2) identified as borrower and 3) each guarantor/s of debt, if any.
- E. Identification of all principals, partners, co-ventures or sub-developers participating in the transaction, and the nature and share of participants' ownership in and compensation from the project.
- F. If the Property Manager has not already been selected and identified above, a discussion of what the process will be for securing property management services.
- G. Description of the organizational structure of the development team and a plan to ensure effective communication between the OHUI and the development team during all phases of the project.
- H. A summary of the Applicant's and the development team's experience collectively and individually, and with similar projects, and years of experience. Particular attention should be given to demonstrate experience with projects of a similar scale and complexity of site conditions, permitting an affordable housing development, design and financing. Applicant should demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out permitting, financing, marketing, design, construction and ongoing property operations/management.

The following format should be used to submit the information for the project presented:

- Project name: **Captive Cove Phase III HOME-ARP**
- Project location: **1201 S Dixie Hwy, Pompano Beach, FL 33060**
- Project type and description: **New Construction of Multi-Family Rental Affordable Housing**
- Project scope,
- Start date,
- Projected completion date and actual date of completion,
- Total development costs,
- Sources of financing,
- Total number of units, income restrictions, bedrooms per unit and bedroom sizes.
- Long term property management/operations strategy to assure ongoing viability.

- I. Information regarding any legal or administrative actions past, pending or threatened that could relate to the conduct of the Applicant, its principals, or any affiliates.
- K. Confirmation that no local, state, or federal taxes are due and outstanding for the development team or any constituent thereof.
- L. List of current projects under development and at what stage these projects are in (predevelopment, pending funding, construction, etc.)
- M. Provision of at least three (3) references with contact names, title and current telephone numbers and e-mail addresses, who can provide information to the OHUI concerning the Applicant's experience in similar projects.

17. EVALUATION CRITERIA	Points	Totals
<b>1. Project Description:</b> In addition to the Minimum Submission, Requirements and other requirements in this RFP, provide a detailed narrative of the proposed project including project objectives, target population, major project characteristics, number, and type of units relative to budget.	10	
<b>2. Ability to Proceed:</b> Applicant has provided evidence of Site Plan Approval. A site plan approval that requires additional planning board approvals will <b>NOT</b> be given these points. Backup must be submitted in order to qualify for these points. Also include a list of current projects and the stages they are in. Documentation of the foregoing shall be included within the RFP binder.	10	
<b>3. The project must include a maximum of (10) affordable units</b>  1-5 affordable units (50% AMI or below) 6-10 affordable units (50% AMI or below) Bonus Points for Affordable units under 30% AMI	5 10 5	
<b>4. Organizational Capacity:</b> Provide a detailed narrative that demonstrates Applicant's organizational capacity to successfully complete the Project. Identify and describe staff position(s) and their line responsibilities. The information shall include the functions to be performed by the key individuals. All key individuals include all partners, managers, senior staff and other professional staff that will perform work and/or services on this project.	10	
<b>5. Schedule:</b> Provide a detailed description of Applicant's approach to the elements of the development of affordable housing. Use charts, timelines, or schedules to indicate major and critical identifiable tasks, duration, and responsible staff or contractual position responsible for each task. Plan should be clear and evidence a logical structural flow.	10	
<b>6. Sources and Uses of Funds:</b> Provide a Sources and Uses of Funds (page 23), with a budget narrative as an attachment that indicates Applicant's proposed budget supports the scope of work performance. <u>Intent is to demonstrate financial ability to close on construction financing in timeframe required.</u>	10	
<b>7. Previous Experience:</b> Provide a detailed narrative with verifiable evidence of at least three (3) similar projects (See Section 8.1, Completed Projects page 16), inclusive of references. Project should be comparable in scope and complexity demonstrated with evidence of satisfactory performance.	20	
<b>8. Financial Capacity:</b> Provide adequate information which verifies that the team has secured funding for previous projects and has the financial capacity to fund the project and secure bonding to construct the project.	10	
<b>TOTAL POINTS:</b>		

8.1 COMPLETED PROJECTS					
Project Name	Reference Contact	Location	Project Type	# Of Units	Year Completed

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## **18. INSURANCE REQUIREMENTS**

For the duration of the Agreement, Applicant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit 2 in accordance with the terms and conditions of this article. Applicant shall maintain insurance coverage against claims relating to any act or omission by Applicant, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

Applicant shall ensure that the "City of Pompano Beach" is listed as an additional insured on all policies required under this article.

On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Applicant shall provide City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by City, Applicant shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after City's request.

Applicant shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Applicant has been completed, as determined by Contract Administrator. Applicant or Insurer shall provide notice to City of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and shall concurrently provide City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Applicant shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

Applicant shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by City's Risk Management Department.

If Applicant maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit 2, City shall be entitled to any such broader coverage and higher limits maintained by Applicant. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any City insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Applicant.

Applicant shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit 2 and submit to City for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Applicant shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against City. City may, at any time, require Applicant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Applicant agrees that any deductible or self-insured retention may be satisfied by either the named insured or City, if so elected by City, and Applicant agrees to obtain same in endorsements to the required policies. Unless prohibited by the applicable policy, Applicant waives any right to subrogation that any of Applicant's insurer may acquire against City and agrees to obtain same in an endorsement of Applicant's insurance policies.

Applicant shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Applicant under this article. Applicant shall ensure that all such Subcontractors comply with these requirements and that "City of Pompano Beach" is named as an additional insured under the Subcontractors' applicable insurance policies.



In the event Applicant or any Subcontractor fails to maintain the insurance required by this Agreement, City may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Applicant. Applicant shall not permit any Subcontractor to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by City, Applicant shall provide evidence of each Subcontractor's compliance with this article.

If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date or at least fifteen (15) days prior to commencement of Services; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit 2, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date or at least fifteen (15) days prior to commencement of Services, Applicant must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit 2.

Insurance requirements above are subject to change based on updates made to County's Risk Management's standard insurance language.

**RISK MANAGEMENT'S INSURANCE REQUIREMENT EXHIBIT TEMPLATE TO BE  
INCORPORATED INTO CITY CONTRACTS AS EXHIBIT 2**

**Exhibit 1  
BROWARD COUNTY  
2021 INCOME LIMITS AND RENT LIMITS**

The following charts contains the current income limits and rent limits for 2021. The income and rent limits are published annually by the U.S. Department of Housing and Urban Development (HUD) and Florida Housing Finance Corporation (FHFC). Projects considered for assistance will be required to comply with the limits posted at the time the County funds are being offered.

**HUD release: 4/1/2021**

**FHFC Posted: 4/1/2021**

**Effective: 5/16/2021**

**Broward County Median Income is \$73,400**

<i><b>Income Limit by Number of Persons in Household</b></i>	<i><b>Percentage Category</b></i>		
	<b>50%</b>	<b>60%</b>	<b>80%</b>
<b>1</b>	30,800	36,960	49,280
<b>2</b>	35,200	42,240	56,320
<b>3</b>	39,600	47,520	63,360
<b>4</b>	44,000	52,800	70,400
<b>5</b>	47,550	57,060	76,080
<b>6</b>	51,050	61,260	81,680
<b>7</b>	54,600	65,520	87,360
<b>8</b>	58,100	69,720	92,960
<b>9</b>	61,600	73,920	98,560
<b>10</b>	65,120	78,144	104,192

<b>BROWARD COUNTY RENT LIMIT BY NUMBER OF BEDROOMS IN UNIT</b>						
<b>Percentage Category</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>50%</b>	770	825	990	1,144	1,276	1,408
<b>60%</b>	924	990	1,188	1,373	1,531	1,690
<b>80%</b>	1,232	1,320	1,584	1,831	2,042	2,254

**HUD FY 2021 Income Limits Established by Federal Guidelines - Subject to Change**

## **EXHIBIT 2**

### **INSURANCE REQUIREMENTS**

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance****Limits of Liability****GENERAL LIABILITY:**

Minimum 1,000,000 Per Occurrence and  
\$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent CONTRACTORS	personal injury
XX	personal injury	

— sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

— liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

**AUTOMOBILE LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- XX comprehensive form  
XX owned  
XX hired  
XX non-owned

**REAL & PERSONAL PROPERTY**

XX comprehensive form Agent must show proof they have this coverage.

**EXCESS LIABILITY**

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
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**PROFESSIONAL LIABILITY**

Per Occurrence Aggregate

—	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
---	---	-------------	-------------

(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

## Appendix A

### SOURCES AND USES OF FUNDS

As an attachment, provide the following for each financial source currently in place to complete this project.

- Name, address, telephone number, contact person of lender or proposed lender
- Dollar amount requested including interest rate, terms, annual debt service
- Type of financing (e.g., conventional/subsidized loan, federal or private grant, deferred payment loan, equity, volunteer equity, other-specify)
- Date funded, requested, and/or expected and enforceable financing commitments (attach copy of commitment letters)

### SOURCES AND USES OF FUNDS

FUNDS AMOUNT	SOURCE	TERMS AND CONDITIONS
A.		
B.		
C.		
D.		

<b>PROJECT COSTS</b>					
<b>Itemized Cost</b>	<b>Total Cost</b>	<b>AHTF</b>	<b>Source A</b>	<b>Source B</b>	<b>Source C</b>
<b>A. Site Work</b> 1. Site Work (not included in construction contract costs) 2. Other					
<b>B. Construction</b> (construction contract costs) 1. Site Work 2. New Building 3. Parking Structure or Surface Lot 4. Other					
<b>C. Architectural &amp; Engineering Fees</b> 1. Architect Fee-Design 2. Architect Fee-Supervision 3. Consultant or Processing Agent 4. Engineering Fees 5. Other					
<b>D. Other Owner Costs</b> 1. Appraisal 2. Building Permits 3. Tap Fees 4. Soil Borings/Environmental Survey 5. Real Estate Attorney 6. Construction Loan Legal 7. Title and Recording 8. Other					
<b>E. Interim Costs</b> 1. Construction Insurance 2. Construction Interest 3. Construction Loan Origination Fee					
<b>F. Permanent Financing Fees &amp; Expenses</b> 1. Credit Report 2. Permanent Loan Origination Fee 3. Title and Recording 4. Counsel's Fee					
<b>G. Applicant's Fee</b>					

<b>PROJECT COSTS</b>					
<b>Itemized Cost</b>	<b>Total Cost</b>	<b>AHTF</b>	<b>Source A</b>	<b>Source B</b>	<b>Source C</b>
<b>H. Project Administration/ Management</b> 1. Marketing/Management 2. Operating Expenses 3. Taxes 4. Insurance					
<b>I. Total uses</b>					
<b>J. Total Financial Sources</b>					
<b>K. Difference</b>					
<b>L. Additional Sources of Permanent Financing</b>					
<b>Owner's equity</b>					
<b>Loan:</b>					
<b>Loan:</b>					
<b>Total (Compare to line L):</b>					

**The remainder of this page is left blank intentionally**



## Appendix B

### RENTS AND OPERATING PRO FORMA

#### A. Units and Rental Rates

% of Median Income	# of Bedrooms	# of Units	Sq. Ft. of Living Area*	Rent	Tenant Paid Utility Allow.	Proposed Net Rent	Net Rent/Sq. Ft.
	0			\$	\$	\$	
	1			\$	\$	\$	
	2			\$	\$	\$	
	3			\$	\$	\$	
	4			\$	\$	\$	
	5			\$	\$	\$	
	<b>TOTAL</b>			\$	\$	\$	
				\$	\$	\$	
				<b>ANNUAL</b>	<b>INCOME</b>	\$	

\*Living area should be defined as only air-conditioned spaces.

**NOTE:** Should the development be funded, the information provided on this page will be used as the basis for contract compliance for the project commencing prior to December 31, 2023.

#### Rents and Operating Pro Forma

##### Operating Pro Forma

- 1) Submit a thirty (30) year operating pro forma for the proposed development with the Project's estimated operating expenses, income, debt service assumptions and debt coverage ratios. The operating pro forma must be tabbed, labeled, and clearly identified.
- 2) If loan or other funding approval is in place, insert the actual interest rate(s), terms, and assumptions used in obtaining the commitment.
- 3) Evidence of the figures used to obtain the commitment must be located directly behind this form, labeled and clearly identified with the funding source guidelines.

**The remainder of this page is left blank intentionally**

Complete the Pro Forma shown below and project figures for New Construction projects for 30 years. Attach a detailed explanation of all Project operating and debt assumptions directly behind this form with a tab labeled and clearly defined.

<b>INCOME</b>	
Gross rent Income (Attach rent schedule)	
Other income (specify source) _____	
Subtotal	
Minus Vacancy (____% of Subtotal)	
(A) INCOME	
<b>OPERATING EXPENSES</b>	
Salaries	
Repair and Maintenance	
Utilities	
Administration	
Contract Services	
Management Fees	
Insurance	
Miscellaneous	
Real Estate Taxes	
Replacement Reserve	
(B) EXPENSES	
<b>NET OPERATING INCOME</b>	
(A) Income	
(B) Expenses	
Net Operating Income	

<b>DEBT SERVICE ASSUMPTIONS *</b>	
(A) Base interest rate	
(B) "All In" interest rate (i.e.: base rate plus spread, servicing fees, etc.)	
(C) Amortization (Stated in number of years.)	
(D) Annual Debt Service	
<b>DEBT SERVICE COVERAGE</b>	
(E) Net Operating Income	
(F) <u>Annual Debt Service for all mortgages</u>	
(G) Debt Service Ratio [Divide (A) by (b)]	

\* Provide detail for each mortgage separately.

If debt service coverage relies on other sources of funds in addition to net operating income, attach separate sheet(s) describing source of funds. The attachment(s) should be placed directly behind this form labeled "Appendix B" and clearly identified.

**The remainder of this page is left blank intentionally**

## Appendix C

GENERAL PROJECT REQUIREMENTS												
<b>Provide property and site control information (if applicable)</b>												
<b>A. Applicant currently has control of site through:</b> <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Executed Contract         </div>												
<b>B. Provide evidence of Site Control (e.g. copy of warranty deed, purchase option agreement, etc.).</b>												
<b>C. Provide a list of all folio numbers for the project site and attach pictures of the site/structure.</b> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 50%; text-align: center; padding: 5px;">Site Address</th> <th style="width: 50%; text-align: center; padding: 5px;">Folio Number</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </tbody> </table>			Site Address	Folio Number								
Site Address	Folio Number											
<b>Date and Type of Conveyance:</b>												
<b>D. If site is not under the Applicant's control, provide timeline and schedule for establishing control. (Contract for Purchase is the minimum required documentation.)</b>												
Legal Description and Map (attach): Street Address: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px; width: 80%;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px; width: 80%;"></div> Current Owner: <span style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></span>												
<b>E. Does the Project need the following:</b>	<b>Yes* / No</b>	<b>Date Expected</b>										
Site Plan Approval												
Platting / Replatting												
Building												
Variance												
Easements / Right-Of-Way												
Water & Sewer												
	<b>*Provide documentation substantiating each item marked "No".</b>											
<b>F. Does the property conform to municipal and county platting requirements? If no, describe actions and timetable which have or will be taken to correct this deficiency.</b> <div style="text-align: right; margin-top: 10px;"> <input type="checkbox"/> Yes, Property is adequate (Provide evidence)  <input type="checkbox"/> No, Please Explain         </div>												
<b>Explanation:</b> <div style="height: 100px; border: 1px solid black; margin-top: 5px;"></div>												

<b>G.</b>	<b>Provide a lay-out of the project site showing details, including the locations of any existing buildings or other structures.</b>		
<b>H.</b>	<b>Provide a location map, showing location of the project to the surrounding area.</b>		
<b>I.</b>	<b>Phase 1 Environmental Assessment will be required as a condition to closing on the land acquisition ARP loan. If there are known environmental issues, provide a mitigation plan, if needed.</b>		
<b>J.</b>	<b>Project Development Schedule: complete the following checklist by indicating the actual or expected date for the following activities.</b>		
	<b>Month/Day/Year</b>	<b>Actual or Scheduled Activity</b>	
		<b>Site:</b>	
			Appraisal
			Acquisition
			Environmental Review Completed
		<b>Local Permits:</b>	
			Conditional Use Permit
			Variance
			Plot Plan Review
			Grading Permit
			Building Permit
		<b>Construction Financing:</b>	
			Loan Application
			Enforceable Commitment
			Closing and Disbursement
		<b>Permanent Financing:</b>	
			Loan Application
			Enforceable Commitment
			Closing and Disbursement
		<b>Other Loans and Grants:</b>	
		Type & Source	
			Application
			Closing & Award
		<b>Construction and Occupancy:</b>	
			Construction Start
			Construction Completion
			Placed In-Service
			Occupancy of All Very low-income; low-income and moderate-income Units

## Appendix D

### APPLICANT CERTIFICATION And ACKNOWLEDGEMENT FORM

By submitting the Application, the Applicant acknowledges and certifies that:

1. The Applicant acknowledges that American Rescue Plan funding awarded for development of affordable multi-family rental housing, will require a long-term affordability commitment for perpetuity. The affordability period will be demonstrated via a recorded restrictive covenant which will run with the land. The Applicant further commits that the land improvements will be substantially consistent with the Project described within the RFP and that the project can be completed and operating within the development schedule and budget submitted to OHUI.
  2. The Applicant entity stated in the Application may be changed only by written request of the Applicant to OHUI Director and approval of the City Manager if such request is received after City Commission approval of the HOME-ARP award.
  3. The Applicant must demonstrate its ability to commence construction, of not less than 10 affordable housing units on the site, prior to December 31, 2022.
  4. Applicant shall timely provide OHUI with any changes in funding sources or amounts.
  5. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon an independent review, analysis and verification of all information contained in this Application and all necessary approvals by the City Commission or City Manager, or other legal counsel, the Credit Underwriter, and OHUI staff.
  6. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that OHUI is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the OHUI.
  7. The Applicant, its project team and all Financial Beneficiaries have read all applicable City rules governing this RFP and have read the instructions for completing this RFP and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in RFP and any applicable federal, state, city, county rules and ordinances.
  8. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Project as proposed in this Application.
  9. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.
- Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct and complete.

---

**Signature of Applicant Name (typed or printed)**

---

**Title (typed or printed)**

---

**Date**

## **SECTION I**

### **ATTACHMENTS**

City of Pompano Beach  
Office of Housing and Urban Improvement

**Attachment A**

CERTIFICATE OF STATUS – CORPORATION  
FLORIDA DEPARTMENT OF STATE



City of Pompano Beach  
Office of Housing and Urban Improvement

**Attachment B**

IRS Form 501(c) (3)

City of Pompano Beach  
Office of Housing and Urban Improvement

**Attachment C**

Public Entities Crimes Affidavit  
SWORN STATEMENT UNDER SECTION 287.133(3)(a).

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with an Application to the Office of Housing and Urban Improvement.
2. This sworn statement submitted by\_\_\_\_\_.  
(Name of entity submitting sworn statement)  
whose business address is\_\_\_\_\_.  
and (if applicable) its Federal Employer Identification Number is\_\_\_\_\_.
3. My name is\_\_\_\_\_and my relationship to the entity named  
(Print name of individual signing)  
above is\_\_\_\_\_.
4. I understand that a “public entity crime” as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in paragraph 287.133(1) (b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in paragraph 287.133(1)(a), Florida Statutes means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment of income among persons when not for fair market value under an arm’s length agreement shall be prima facie case that one-person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

**Attachment C, Public Entities Crimes Affidavit, page 2**

7. I understand that a "person" as defined in paragraph 287.133(1) (e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

*(Please indicate Which statement applies)?*

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- There has been proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. *(Please attach a copy of the final order).*
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. *(Please attach a copy of the final order).*

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_, as identification.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

City of Pompano Beach  
Office of Housing and Urban Improvement

**Attachment D**

**CERTIFICATION FOR A DRUG-FREE WORKPLACE**

Every Agency awarded a contract or grant by the City of Pompano Beach for the provision of services shall certify to the City that it will provide a drug-free workplace. By signing and submitting this certification, the undersigned certifies that it, and its subcontractors, shall provide a drug-free workplace by doing all of the following:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Agency's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- 2) Establishing a drug-free awareness program to inform employees about all of the following:
  - a) The dangers of drug abuse in the workplace.
  - b) The Agency's policy of maintaining a drug-free workplace.
  - c) Any available drug counseling, rehabilitation, and employee assistance programs.
  - d) The penalties that may be imposed upon employees for drug abuse violations
- 3) Posting the statement required by Section A.1) of this certification in a prominent place at the Agency's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.

B. Agencies shall include in each subcontract agreement language which indicates the subcontractor's agreement to abide by the provisions of Sections A. 1) through 3) of this certification. Agencies and subcontractors shall be individually responsible for their own drug-free workplace programs.

C. This certification submitted to the City of Pompano Beach is a material representation of fact upon which reliance will be placed when evaluating Agency's application and entering into a contract agreement upon an award of funds. If it later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available, the City of Pompano Beach may terminate the contract for default.

**Applicant address:** \_\_\_\_\_

**Authorized signature:** \_\_\_\_\_

**Print Name of Authorized Signer:** \_\_\_\_\_

**Date signed:** \_\_\_\_\_

City of Pompano Beach  
Office of Housing and Urban Improvement  
**Attachment E**

**CERTIFICATION REGARDING  
CIVIL RIGHTS ACT, AMERICANS WITH DISABILITIES ACT AND LOBBYING**

**The Applicant certifies that:**

- (a) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (b) Its governing body has in an official meeting open to the public duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the sub-recipient to submit the final statement and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the sub-recipient to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (c) The grant will be conducted and administered in compliance with:
- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. Subsection 2000 et seq.);
  - (2) The Fair Housing Act (42 U.S.C. 3601-20).
- (d) It will affirmatively further fair housing.
- (e) It has developed its proposed activity so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The proposed use of funds may also include activities which the sub-recipient certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, where other financial resources are not available to meet such needs.
- (f) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than Title 1 the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1).
- (g) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1990 as required under Section 570.606(a) and Federal implementing regulations; the requirements in Section 570.606(b) governing the residential anti-displacement and relocation assistance plan under section 104(d) of the Act (including a certification that the sub-recipient is following such a plan); the relocation requirements of Section 570.606(c) governing displacement subject to section 104(k) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under section 105(a)(11) of the Act.
- (h) To the best of my knowledge and belief that:
- No Federal appropriated funds have paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the

**Attachment E, page 2**

making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, it will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
  - It will require that the language of paragraph (h) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- (i) It will comply with the other provisions of the Act and with other applicable laws.

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**Signature of Authorized Agent**

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**Date**

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**Please Print Name and Title**

City of Pompano Beach  
Office of Housing and Urban Improvement

**Attachment F**

**EQUAL EMPLOYMENT OPPORTUNITY POLICY**

**POLICY:**

The progress of this Applicant requires that we utilize all available staff to the fullest, regardless of race, color, religion, age, sex, sexual orientation, disability, political affiliation or belief, national origin, veteran status or marital status. Unlawful discrimination must be eliminated and individuals with demonstrated talent recognized and encouraged through fair and equitable personnel practices. It is the policy of this Applicant's to grant equal employment opportunities to all qualified persons without regard to the factors listed above.

This Applicant's policy of nondiscrimination includes, but is not limited to, employment advertising, recruiting, employment, placement, promotion, transfer, and selection for training, rates of pay, and layoff or termination. All employees are informed of the emphasis on nondiscrimination.

This Applicant will comply with all provisions of applicable federal, state, and local equal opportunity laws, orders, rules, and regulations and will cooperate with all agencies established under such laws in guaranteeing compliance.

**RESPONSIBILITIES:**

The Executive Director is responsible for insuring compliance and adherence to the nondiscrimination policy.

Each supervisor is responsible for using all practical means to implement this policy within his/her department or workgroup.

This Applicant shall review, at least annually, the status of this program of expanding and re-emphasizing nondiscrimination.

**PROCEDURES:**

1. All applications for employment will be printed with the term "Equal Opportunity Employer".
2. All advertisements for recruiting purposes will contain the statement "An Equal Opportunity Employer" at the bottom of the ad.

Name of Applicant: \_\_\_\_\_

Executive Director: \_\_\_\_\_

Signature:

Date: \_\_\_\_\_

City of Pompano Beach  
Office of Housing and Urban Improvement

**Attachment G**

Last Three (3) Years Litigation History Form

The completed form(s) should be returned with the Applicant's submittal. Applicant may be deemed non-responsive for failure to fully comply within stated timeframes.

\_\_\_\_\_ There are no material cases for this Applicant; or

\_\_\_\_\_ Material Case(s) are disclosed below:

Is this for a (check type) Parent _____ Subsidiary _____ Predecessor Firm _____	If Yes, name of parent/Subsidiary/Predecessor:
<b>Party</b>	
Case Number, Name, and Date Filed	
<b>Type of Case</b>	
Claim or Cause of Action and Brief Description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case  (Attach copy of any applicable judgement, Settlement Agreement and Satisfaction of judgement.)	
Opposing Council	Name: _____ Email: _____ Telephone Number: (     ) _____

Applicant Name: \_\_\_\_\_

Date: \_\_\_\_\_



## **SECTION II**

Copies of the Résumés of the Proposed Project Team