



**Invitation for Bids  
CITY OF SANFORD FLORIDA**

**Date Issued: July 5, 2011**

**Opening Date and time: August 4, 2011 at 2:00 p.m. Non-Public  
Location of Opening: City Hall, 300 N. Park Ave., Room 117**

**Solicitation Number: RFP 10/11-18 NEIGHBORHOOD STABILIZATION PROGRAM (NSP)**

The City of Sanford, Florida hereby requests proposals from qualified organizations interested in acquiring abandoned or vacant foreclosed upon properties for resale or rental to low, moderate and middle income qualified households.

Specifications, submission forms, documents and relevant information may be obtained by Downloading the solicitation at the Onvia DemandStar web site which can be accessed through the City of Sanford's web site: [www.sanfordfl.gov](http://www.sanfordfl.gov) under Departments select Purchasing then Sanford Bid Information. Planholder's Lists, tabulations, addenda issued, short lists, and subsequent awards, if any, may be found on the City of Sanford's web site. **This information will not be provided by telephone or FAX.**

Bids delivered after the date and time indicated above will not be opened or otherwise considered. Please note that facsimile, telegraph, email or bids not enclosed in a sealed envelope will not be opened or considered. Submissions delivered after the date and time indicated above will not be opened or otherwise considered. Any uncertainty regarding the time a bid is received will be resolved against the bidder.

Except where specifically indicated by the solicitation, it is noted that information, documents, addenda, etc. provided by sites or services other than **Onvia DemandStar, the official site for posting the City of Sanford's solicitations**, shall not have standing in case of conflict or missing notifications regarding addenda.

The designated opening of Submissions is hereby identified and limited to an event to publically disclose the names of the Respondents only. It is **not** a forum or venue for items of business other than the disclosure indicated above.

Persons with disabilities needing assistance to participate in any of these proceedings should contact 407.688.5025 at least 48 hours in advance of the meeting.

Respectfully,

F. WILLIAM SMITH, Purchasing Manager

**Mailing Address**  
City of Sanford  
Post Office Box 1788  
Sanford, Florida 32772-1788

**Physical Address**  
City Hall  
300 North Park Avenue  
Sanford, Florida 32771-1244

Telephone  
407.688.5028

Facsimile  
407.688.5021

Email  
Bill.Smith@sanfordfl.gov

Website  
[www.sanfordfl.gov](http://www.sanfordfl.gov)

City Commission

Jeff Triplett  
Mayor

Mark McCurdy  
District 1

Dr. Velma H. Williams  
District 2

Randy Jones  
District 3

Patty Mahany  
District 4  
Vice Mayor

Interim City Manager  
Tom George

<b>TABLE OF CONTENTS</b>	<b>PAGE NO</b>
TABLE OF CONTENTS	1
GENERAL SUBMISSION INSTRUCTIONS	2
INTRODUCTION	2
RESERVATIONS	2
<b>SECTION I – GENERAL SUBMISSION INSTRUCTIONS</b>	
1. PREPARATION OF PROPOSALS	3
2. DEFINITIONS FOR FORCLOSED AND ABANDONED PROPERTY	4
BACKGROUND	4
SCOPE	4
3. USE OF TRADE NAMES	6
4. PERFORMANCE-TIME IS OF THE ESSENCE	6
5. WITHDRAWAL OF PROPOSALS	7
6. TAX EXEMPT INFORMATION	7
7. SUBMISSION OF PROPOSALS	7
8. RESERVED	7
9. PATENT INDEMNIFICATION	7
10. DISCOUNTS	7
11. CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION	8
12. AWARD OF CONTRACT	8
13. EXTENSION	8
14. RESPONSE ANALYSIS	8
15. PAYMENT	8
16. FREIGHT AND SHIPPING CHARGES	9
17. COMPLIANCE REQUIREMENTS	9
18. ETHICS IN PUBLIC CONTRACTING	10
19. CHANGES AND ADDENDA	10
20. CONTRACTOR QUALIFICATIONS	10
21. CITY'S RIGHT TO TERMINATE WORK	11
22. BONDS AND INSURANCE	13
23. INDEMNIFICATION	12
24. WARRANTY	13
25. FAILURE TO ENFORCE	13
26. CONTROLLING LAWS AND VENUE	13
27. COORDINATION OF ACTIVITIES	13
28. CONTRACTUAL AGREEMENT	13
29. PROPRIETARY/RESTRICTIVE SPECIFICATIONS	13
30. UNIFORM COMMERCIAL CODE	13
31. SALES TAX RECOVERY	14
32. PROTESTS	14
33. OPERATION OF EXISTING FACILITIES	14
34. TESTING AND INSPECTION	14
35. ASSIGNMENT OF CONTRACT	14
36. RESPONSIBILITY OF THE PROPOSER	14
37. ENGLISH LANGUAGE	14
38. INSTRUCTIONS FOR PREPARATION OF PROPOSALS	14
39. EVALUATION OF PROPOSALS	19

## **GENERAL INSTRUCTIONS - RFP**

**INTRODUCTION:** The City of Sanford hereby invites qualified organizations interested in acquiring abandoned or vacant foreclosed upon properties for resale or rental to low, moderate and middle income qualified households. Organizations may include, but are not limited to, developers, non-profit or for-profit organizations, realtors, property management firms, banks, and mortgage lenders. All prospective Respondents are advised that the award for these services shall be contingent upon grant fund availability.

This solicitation involves competition for organizations to complete one or more of the following activities:

- Acquisition / Rehabilitation / Resale
- Acquisition / Rehabilitation / Resale of Rental or Group Homes

Prospective Respondents shall be required to submit separate submittal packages for the resale of single-family homes, and for the resale of rental or group homes. Respondents that are able to provide both types of services shall be required to submit two (2) separate proposals.

Only vacant, abandoned or foreclosed upon units are eligible for inclusion in this program. All acquired, foreclosed units must be unoccupied for at least 90 days before any contract is executed. In addition, all units procured for the above activities must be located in the particular Census Tracts and Block Groups listed in Appendix A or as indicated as outlined areas on the map in Appendix B. **No exceptions are permitted.**

qualified Providers to submit sealed proposals to provide Pension Review Services for the City of Sanford (City) as provided herein.

### **The City reserves the following rights:**

- A. To reject any and all proposals either in part or in their entirety, to waive informalities, and to effect an award or to make no award as deemed to be in the best interests of the City.
- B. To negotiate with each firm included in the designated "short list" of firms which submitted a response to this request. The intent of the negotiations will be to establish a contract which is in the best interests of the City.
- C. To declare any Proposer ineligible or to "break-off negotiations at any time during the process where developments arise which adversely affect the Proposers responsibility or if an impasse is reached in which additional discussions are considered or expected to be unproductive.
- D. To conduct any investigation and consider any evidence relevant to the qualifications and capabilities of the proposer to perform the work contemplated. The investigation may include, but is not limited to, a detailed review of references, current and previous entities for whom

similar work has been performed, an inspection of the proposer's equipment, personnel and any other evidence including financial, technical and other qualifications and abilities of the proposer.

**NOTE:** To ensure that your bid/proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submitting your response. **Please note that failure to provide the requested information in the form and format requested may render your bid/proposal non-responsive**

**QUESTIONS:** Any Bidder/Proposer who is in doubt as to the true meaning of any part of the Solicitation Documents, or finds a discrepancy or omission therein, are directed to contact F. William Smith, Purchasing Manager for an interpretation or correction. Said interpretation or correction shall be provided to all plan-holders as an addendum to the request. **Only interpretation, instructions or correction(s) provided , in writing, by the Purchasing Manager will be binding.** No other source is authorized to give information concerning, explaining and/or interpreting this Invitation or Request.

#### 1. PREPARATION OF PROPOSALS

A. Proposers are expected to examine this solicitation in its entirety. Failure to examine all documents provided with this document will be at the Proposer's risk. Proposers are responsible to make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this solicitation. No plea of ignorance or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work pursuant to this request and subsequent negotiations agreement(s) or order(s) as may be agreed by the City and the bidder, proposer, contractor. Any exceptions or deviations from the submission documents in the light of a negotiated contract or purchase order may be resolved against the Respondent. The Respondent's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Respondent's understanding of the proposed work requirements and display a logical plan to accomplish the tasks of the Agreement.

- A. All prices and negotiations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing quotation. All bids/quotations/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- B. Each Bidder/Proposer shall furnish the information required. Proposals **must** be submitted using the form(s) provided or as instructed and shall include all attachments indicated. Failure to include the required forms, correctly completed, may disqualify the submission.

- (1) Do not return the entire solicitation package. Only the documents and forms so indicated with attachments as appropriate are to be returned to the City as an official submission.

- E. All costs associated with preparation and submission of the proposal(s) and any other information shall be borne entirely by the proposer(s).

## 2. **Definitions for “foreclosed upon” and “abandoned” are listed below.**

According to NSP regulations a property “has been foreclosed upon” at the point that under state or local law, the mortgage or tax foreclosure is complete. The U.S. Department of Housing and Urban Development (HUD) generally will not consider a foreclosure to be complete until after the title for the property has been transferred from the former owner under some type of foreclosure proceeding or transfer in lieu of foreclosure, in accordance with state or local law. NSP regulations also stipulate that a home is abandoned when mortgage or tax proceedings have been initiated for the property, no mortgage or tax payments have been made by the property owner for at least 90 days, and the property has been vacant for at least 90 days.

### **BACKGROUND:**

The funding is an entitlement grant under the new Neighborhood Stabilization Program (NSP), which is designed to address the area(s) most affected by the high incidence of foreclosure, and those areas negatively affected by abandoned and blighted properties.

Funding was formulated on the recent high foreclosure rate, the 18-month predicted foreclosure rate, and the incidence of high cost (sub-prime) mortgages in certain Census Tracts and Block Groups. Activities funded under the NSP are expected to address the area(s) most affected by foreclosure activity and blighted properties.

Based on the available data, provided by both the local Multiple Listing Service (MLS) and HUD, the City of Sanford has approved the following activities, as defined in the NSP regulations:

- Soft 2<sup>nd</sup> Mortgage Loan Assistance (Down payment)
- Acquisition, rehabilitation, and resale
- Acquisition, rehabilitation, and rental
- Demolition

All NSP funding must assist households with incomes not exceeding 120% of the area median income, and 25% of the funds must assist households with incomes not exceeding 50% of the median income. Assisted units must be located in the areas of greatest need as identified through HUD mapping tool. 50% of NSP funds must be committed within 24 months. All NSP funds must be fully committed (either spent or encumbered in purchase contracts or rehabilitation contracts) within 36 months of the funding. **Any awards or agreements are conditional on the receipt of funding from the U.S. Department of Housing and Urban Development.**

**SCOPE:**

This RFP has been established to encompass all of the services anticipated under NSP Amendment Acquisition, Rehabilitation, and Resale/Rental activities. Qualified organizations are invited to submit a statement of qualifications describing their ability to carry out the activities outlined below.

Applicants should detail the area of the following services that they are able to successfully provide. All acquired foreclosed and abandoned units must be unoccupied for at least 90 days prior to purchase contract date and acquired with at least a 15% discount from the current appraised fair market (independently appraised by County appointed appraiser) value before any contract for sale is executed. It is anticipated that successful applicants will provide the following services:

- Locate and generate listings of qualifying bank-owned or abandoned properties based on a City provided target area (maps to be provided) and housing characteristics and price range.

<b>Income Category</b>	<b>Estimated Home Purchase Price Ranges</b>	<b>Maximum Rehabilitation Cost</b>
<b>Low = SHIP Very Low</b>	<b>\$45,000 - \$65,000</b>	<b>\$15,000.00</b>
<b>Moderate = SHIP Low</b>	<b>\$65,000 - \$90,000</b>	<b>\$15,000.00</b>
<b>Middle Income = SHIP Moderate</b>	<b>\$90,000 - \$120,000</b>	<b>\$15,000.00</b>

- Coordinate the showing of a maximum of three (3) qualifying properties identified by the City to individual applicants taken from the NSP Waiting List. The NSP Waiting List is comprised of income eligible households from each of the three income groups. All households on the NSP Waiting List have incomes at or below 120% of the area median income (LMMI).
- To acquire and manage four (4) scattered site rental units in target area. The four (4) units will only be rented and re-rented to households below 50% AMI. The acquisition, rehabilitation and closing cost of the units will be covered with NSP funds. The management company will be paid their management fee and the cost of maintenance of the units from the rental income.
- Provide HUD Certified 8-hour homeowner counseling course to perspective homebuyer and provide follow-up services to homebuyers beyond closing.
- Develop and maintain a list of perspective pre-qualified homebuyers and renters.
- Acquisition of bank-owned or abandoned properties selected by the applicants in the previous step.

- Rehabilitation estimates cannot exceed \$15,000 per unit, but must be at least \$3,500 per unit. Rehabilitation costs (materials and labor) will be paid by the City either by direct pay or reimbursement. Planned renovations of bank-owned or abandoned properties using energy efficient (Energy Star) features will be applicable. An energy audit shall be conducted using the free services of Progress Energy or Florida Power and Light. It will be the developer's responsibility to coordinate with the utility company to secure the energy audit. The energy audit shall be the basis for including the energy efficient features in the planned renovations.
- Refer to Section I - Rehabilitation Standards of the HUD NSP Notice listed in Appendix C.
- Rehabilitation costs will be handled through an approved work order process through the City Community Development Office.
- Sale of acquired and renovated properties to NSP applicant who selected the property in a previous step. Any property that is not subsequently sold to the applicant who selected the property will, at the City's direction, be marketed to other applicants on the NSP Waiting List or offered as rental stock as described in the following step.
- Acquisition of foreclosed or abandoned properties in predetermined target area acquired with a combination of NSP and vendor private financing for use as vendor owned, managed rental stock or for use as a group home by individuals/households with incomes at or below 50% of the area median income. City reserves the right to nominate occupants for all NSP funded rental units. Other eligible income groups can be placed in NSP funded units after the City meets its 25% expenditure goal for Low Income households.
- Project management and oversight.

**NOTE:** Home Inspection and Title/Closing services have already been procured (short list) through City and must be utilized for each unit.

3. USE OF TRADE NAMES

Specifications used are intended to be open and non-restrictive. Except where indicated, "NO SUBSTITUTES," any reference to brand name or number shall not be construed as restricting to that manufacturer, but is used as a minimum standard of quality and features. When no reference or change is made on a submission, it is understood that the specific brand item named shall be furnished. Complete reference must be clearly stated to indicate exactly what is being offered or proposed.

4. PERFORMANCE: Time is of the essence

- A. In the delivery of response to this solicitation and any other information or documentation as may be requested by the City of Sanford in the evaluation and/or award process.
  - B. In the performance of the contract, and failure to perform in accordance with the delivery deadline(s) set forth in the specifications or any other contract document shall constitute default. Unless a written extension is obtained from the City prior to the delivery deadline(s), there shall be no excuse for untimely performance. The granting and duration of extensions shall be subject to the exclusive discretion of the City.
  - C. Normal working hours of the City of Sanford is Monday through Friday, except for holidays, 8:00 a.m. to 5:00 p.m. This time frame may be adjusted at the pleasure of the City. If such an adjustment is made the Contractor must make necessary scheduling changes to accommodate a new time frame(s).
5. WITHDRAWAL OF PROPOSAL(S)  
Bids cannot be altered or withdrawn until sixty (60) days after the stipulated opening date and time.
6. TAX EXEMPT INFORMATION  
The City is exempt from state and local sales tax. The City of Sanford, Florida, has the following tax exemption certificates assigned:
- A. Certificate of Registry #59-6000425 for tax-free transactions under Chapter 32, Internal Revenue Codes.
  - B. Florida Sales & Use Tax Exemption Certificate Number 85-8012621681C-8
7. SUBMISSION OF PROPOSAL(S)  
Proposals and modifications thereof shall be enclosed in sealed envelopes, with the required forms, addressed to the office specified. Proposals received after the stated time and date will be returned to the sender unopened. Facsimile or Telegraphic submissions will not be accepted.
8. RESERVED
9. PATENT INDEMNIFICATION  
Except as otherwise provided, the Contractor agrees to indemnify the City and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters of patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City of supplies furnished or construction work performed hereunder.
10. DISCOUNTS

Trade and time payment discounts will be considered in arriving at new prices and in making awards, except that discounts for payments within less than 30 days will not be considered in evaluation of Bids. However, offered discounts will be taken for less than 30 days if payment is made within discount period.

11. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

By submission of a response to this Solicitation, Proposer certifies, and in the case of a Joint Proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this Proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder, Proposer or with any Competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any Competitor; and
- C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit a Proposal for purpose of restricting competition.
- D. Proposer warrants the prices set forth herein do not exceed the prices charged by the Proposer under a Contract with the State of Florida Purchasing Division.

12. AWARD OF CONTRACT

The Contract, if awarded, will be awarded to that responsive and responsible Offeror whose Proposal, after Negotiations are completed, will be most advantageous to the City, price and other factors considered. The City is to make the determination.

13. EXTENSION

The City reserves the option of extending the time period of the Contract(s) resulting from this Solicitation, including all pricing, terms and conditions of the Original Agreement for additional one (1) year increments if so provided by said agreement.

14. RESPONSE ANALYSIS

A copy of the solicitation report(s) will be posted on the City's WEB page: [www.sanfordfl.gov](http://www.sanfordfl.gov). Solicitation response reports will **not** be available via telephone, fax or email.

15. PAYMENT

No payment will be made for materials and/or services delivered or provided without Purchase Order Authorization.

16. FREIGHT AND SHIPPING CHARGES

Freight or any charges associated with the delivery of product or service is to be included in the submitted prices and not listed as a separate item. All items shall be stated as F.O.B. Sanford.

17. COMPLIANCE REQUIREMENTS:

A. PUBLIC ENTITY CRIMES

In accordance with paragraph (2) (a) of Section 287.133, Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

B. JOINT UTILIZATION

The successful Bidder(s) may, at her/his/their option, convey the same Contract Pricing to other Public Entities under the same terms and conditions of the Contract(s) arising from this Solicitation, thereby allowing interested Public Entities to piggyback said Contract(s).

C. DRUG-FREE WORKPLACE

If applicable, provide a statement concerning the Proposer's status as a Drug-Free Work Place [DFW] (see Drug-Free Work Place Form following the Bid Form). Whenever two (2) or more submittals are equal with respect to price, quality, and service are received by the CITY for procurement of commodities or contractual services, a submittal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

D. SUMMARY OF LITIGATION

Provide a **summary of any litigation, claim(s), or contract dispute(s)** filed by or against the Proposer in the past five (5) years which is related to the services that Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved (see attached Disputes Disclosure Form).

E. CONFLICT OF INTEREST STATEMENT

See the attached Conflict of Interest Statement Form.

F. NONDISCRIMINATION STATEMENT

The City of Sanford being committed to assuring equal opportunity in the award of contracts and business complies with all laws at the federal, state and local level which prohibit discrimination on the basis of race, color, religion, national origin, handicap, age and gender.

- G. ANTITRUST  
By entering into a contract, the contractor conveys, sells, assigns, and transfers to The City of Sanford, Florida all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida, relating to the particular goods or services purchased or acquired by the City of Sanford, Florida under said contract.
- H. IMMIGRATION REFORM AND CONTROL ACT OF 1986  
By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- I. COMPLIANCE WITH PUBLIC RECORDS LAW: Per attached form.
- J. AMERICANS WITH DISABILITIES ACT: Per attached form.
18. ETHICS IN PUBLIC CONTRACTING:  
Bidders/Offerors) certify that their submission(s) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements in connection with their (bid/proposal), and that they have not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
19. CHANGES AND ADDENDA  
Each Addendum shall be acknowledged in the Submission Form; failure to do so may subject the Proposer to disqualification. It shall be the Proposer's responsibility to ensure that he/she has received all Addenda prior to bid. It is noted that all addenda shall be posted on DemandStar.
20. CONTRACTOR QUALIFICATIONS: The City reserves the right to reject bids based on the City's determination that the Proposer does not have the ability to perform the service in comparison to other proposers. It is noted that the City reserves the right to base or adjust the award in the context of the best qualified Proposer based upon evaluation criteria set forth herein.
- A. Must be knowledgeable and experienced with the subject type of project and have sufficient resources, as determined by the City, to perform; have a sufficient number employees to effectively and efficiently to

maintain performance; have the financial resources to perform and otherwise comply with the requirements set forth herein.

- B. All work must be performed in accordance with accepted practices and standards relevant to the work to be performed.
- C. Must comply with all Federal, State & Local laws, rules and regulations. To this end, to be deemed a responsible contractor, the contractor must be in compliance with all zoning codes relative to property used in the course of business, must have paid all Federal, State and local taxes, must have all requisite licenses and permits to conduct business, and must have paid all outstanding fines or fees relating to the conduct of business and violations relating thereto.
- D. Must have the ability to perform all work in a professional manner using skilled tradesmen, appropriate equipment consistent with generally accepted standards in the industry and carried out in such a way as to minimize any inconvenience to the City or its citizens.
- E. The contractor shall assume liability for damage or loss resulting from wrongful act(s) or negligence of its employees, agents, or subcontractors while they are on or off City owned property. The contractor or its insurer shall reimburse the City for any damage or loss within thirty (30) days after a claim is submitted.
- F. The contractor shall provide name(s) of any sub-contracting firms used; in addition, the contractor shall guarantee that each subcontractor possess and maintains required insurance and licenses. (Attach proof of proper licenses and signed agreements.

21. CITY'S RIGHT TO DO WORK OR TO TERMINATE CONTRACT:

If the Contractor shall neglect to prosecute the work properly, or fail to perform any provision of this Contract, the City, after seven (7) days written notice to the Contractor, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor; provided, however, that the City shall approve both such action and the amount charged to the Contractor.

If the Contractor shall be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors for material or labor, or persistently disregard laws, ordinances or the instruction of the City's representative, or otherwise be guilty of a substantial violation of any provision of the Contract, the City, then upon the certificate of the City that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, shall terminate the contract and

finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price shall exceed the expense of finishing the work, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the City.

22. BONDS AND INSURANCE

All required Bonds and insurance are to be purchased and maintained by the Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Florida to issue Bonds or insurance policies for the limits and coverage so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided herein before and after.

- A. Contractor shall furnish all bonding and insurance coverage specified in the attached form(s).
- B. All required Bonding and insurance required must be "in-place" before commencement of work.
- C. It is noted that when a bid bond is required, an offeror who provides a certified check in lieu of a bid bond shall provide a letter of intent from a bonding company as provided herein to provide required performance, payment and materials bonding.

23. INDEMNIFICATION:

By signing and submitting the bid/proposal form associated with this solicitation the BIDDER/OFFEROR if he/she receives a contract resulting to this solicitation he/she assures that as CONTRACTOR he/she will to the fullest extent permitted by law, the CONTRACTOR shall indemnify, hold harmless and defend the CITY, its agents, servants, and employees, or any of them, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Agreement, provided that same is caused in whole or part by the error, omission, negligent act, conduct, or misconduct of CONTRACTOR, its agents, servants, employees, or subcontractors. In accordance with Section 725.06, *Florida Statutes*, adequate consideration has been provided to the CONTRACTOR for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, *Florida Statutes*. In claims against any person or entity indemnified under this section by an employee of CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Subsection shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or

for CONTRACTOR or its agents or subcontractors, under Workers' Compensation acts, disability benefits acts, or other employee benefit acts.

24. WARRANTY

The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City by any other clause of this solicitation. A copy of this warranty and all applicable manufacturer's warranties shall be furnished with the bid.

25. FAILURE TO ENFORCE on the part of the City of Sanford to enforce or to notify shall in no way be construed or interpreted as a waiver of any of the City's rights and remedies.

26. CONTROLLING LAWS/VENUE/INTERPRETATION

This solicitation and any resulting agreement, purchase order or contract shall be governed by the laws of the State of Florida. Venue for any legal proceeding related to this procurement, including performance, shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida. This solicitation and any resulting agreement is the result of *bona fide* arms length solicitation and responses and, if needed, subsequent negotiations between the CITY and the BIDDER/CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this solicitation and any resulting agreement shall not be construed or interpreted more strictly against any one party than against any other party.

The Contractor shall comply with all federal, State of Florida, and local laws, regulations, codes, etc. and authority having jurisdiction over the procurement and performance thereof.

27. COORDINATION OF ACTIVITIES

Contractor shall coordinate all actions, activities, performance, etc. with the City Official designated to manage and oversee this project.

28. CONTRACTUAL AGREEMENT

This Request for Proposals shall be included and incorporated in the final contract or purchase order.

29. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

Proposers who feel the specifications contained herein are proprietary or overly restrictive in nature, thus potentially resulting in reduced competition, must contact the Purchasing and Contracts Division upon receipt of this Request and prior to bid opening.

30. UNIFORM COMMERCIAL CODE (APPLICABLE ONLY FOR THE PURCHASE OF GOODS)

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded vendor/contractor and The City of Sanford for any terms and conditions not specifically stated in this Request.

31. SALES TAX RECOVERY

The City reserves the right to exercise an option resulting from the City's tax exempt status which reduces material costs by permitting the City to purchase supplies, materials and equipment included in construction or other contracts directly from the manufacturer or supplier when it is in the City's best interests to do so.

32. PROTESTS

Protests, if any shall be filed in compliance and subject to City of Sanford, Purchasing Policy,

33. OPERATION OF EXISTING FACILITIES

It is the responsibility of the contractor to coordinate with the City's representative with regard to continuous operation of the facility(s) affected by the work.

34. TESTING AND INSPECTION

The City of Sanford reserves the right to conduct any test/inspection it may deem advisable to assure goods and/or services conform to the specifications.

35. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of the City of Sanford.

36. RESPONSIBILITY OF THE PROPOSER

Proposers are required to be responsible. Failure to meet any of the responsibility requirements set forth herein or as consistent with standards of the profession or industry as deemed appropriate by the City may result in the Proposer being judged non-responsible.

A. Offerors must be properly licensed and certified by the State of Florida and the City of Sanford to perform the requirements of the contract is awarded to said or offeror.

37. ENGLISH LANGUAGE

All companies doing business with the City of Sanford must do so in the English language and make submissions and all money quotations in U.S. currency. There shall be no customs, duties or import fees added to the cost shown in the quotation or bid. In the event of any legal disputes the laws of the State of Florida shall prevail.

38. INSTRUCTIONS FOR PREPARING PROPOSALS

The Proposer warrants its response to this Request for Proposals to be fully disclosed and correct. The firm must submit a proposal complying with this

request for proposals, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects. All proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information will result in disqualification of response.

The proposal must be submitted on 8 1/2" x 11" bond paper, page numbered, typewritten (single-sided), stapled in the upper left hand corner, with headings, sections, and sub-sections identified appropriately on each page. Five (5) tabbed single-sheet dividers are acceptable to be used to identify each section, and these dividers will not be included in the total page count.

**Proposals are limited to a total maximum count of thirty (30) pages**, and shall not include binders, plastic covers, spiral binding, laminated sheets, tab dividers, or any other presentation material. No appendices of other additional information shall be accepted. **If the total page count is exceeded, then the Respondent's submittal shall be deemed "non-responsive" and removed from the evaluation process.**

The proposal must be divided into five (5) tabbed sections with references to parts of this RFP done on a section number/paragraph number basis, with headings on the 1<sup>st</sup> page of the section. The five (5) Submittal Sections shall be in the following order and named:

#### **Submittal Sections**

1. Required Submittals (maximum 10 pages)
2. Qualifications and Experience (maximum 10 pages)
3. Similar Project Experience (maximum 2 pages)
4. Approach To Work (maximum 4 pages)
5. Financial Qualifications / Cost (maximum 4 pages)

- A. ***Proposal Submission Form:*** This completed first page of this solicitation package will serve as the title page, and is not considered within the total page count for the submittal.

- 1) Type of Business: The Proposer shall identify the type of business entity involved (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.
- 2) Principals: The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.
- 3) Corporate Information: If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida upon request.

B. **Letter of Transmittal:** The proposal letter shall be addressed to the City Purchasing and Contracts Division, and shall serve as acknowledgement by the Respondent that the requirements of this Request for Proposals can be met, to include but not be limited to Insurance Coverage. The letter shall name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.

Within this letter, briefly describe your firm's proposed project. Describe the work to be performed, including the activities to be undertaken or the services to be provided, method of approach and implementation schedule. Provide a projection of how many units will be completed and the per-unit timeframe for completion. Describe whether the project will be acquisition of vacant, foreclosed or abandoned properties and rehabilitation of for-sale, rental homes or group homes. Describe your ability to provide program management and oversight. Describe the target population to be served ( $\leq 50\%$  of the area median,  $\leq 80\%$  of the area median, or  $\leq 120\%$  of the area median, or any combination). Note: It is anticipated that any low/moderate quota within an agreement would need to be fulfilled before any middle income project would be approved. (2 single-sided page maximum)

## **SUBMITTAL SECTION 2: QUALIFICATIONS AND EXPERIENCE**

*(ten [10] single-sided page maximum)*

- A. Outline the qualifications of the firm and include the length of time the agency has been in operation, experience with federally funded programs, the date of incorporation, the purpose of the agency and the type of corporation (as stated within Section 1 – Required Submittals, A.1). Describe the type of services provided, the agency's capabilities, the number and characteristic of clients served and license to operate (if applicable).

- B. Outline qualifications of the individuals to be assigned to the City's account (as stated within Section 1 – Required Submittals, A.3). Include resumes of those individuals within your office or under your control (i.e. project manager, key staff) that will be working directly with this project and provide any applicable licenses. Have the persons employed by your agency been debarred by HUD or otherwise restricted from entering into contracts with any federal agency? **Please do not include personal information (i.e. Social Security Numbers) in the resumes, as the proposal will become a public document.**
- C. Provide a minimum of three (3) current client references including the contact person, telephone number, e-mail address, and fax number.
- D. Any additional information the respondent may deem advantageous to demonstrate their qualifications to provide services.

**SUBMITTAL SECTION 3: SIMILAR PROJECT EXPERIENCE**

*(two [2] single-sided page maximum)*

- A. Respondent shall provide a minimum of three (3) projects completed within the last five (5) years. Projects must be of comparable size and complexity in reference to development plans and execution for this solicitation. Please provide points of contact for referenced projects (i.e. contact person, phone number, email address and fax number). Use Form 4-7 included in Part 4 of this package.
- B. Provide a listing of current and projected workload, and the commitment of availability of staff to City.

**SUBMITTAL SECTION 4: APPROACH TO WORK**

*(four [4] single-sided page maximum)*

- A. Respondent shall provide a statement of understanding for the Scope of Services under this solicitation to include details in approach, activities and schedule/timeline to be undertaken for providing the requested services.
- B. Identify usage of small vendors and/or subcontractors that will provide services during the project. Include any additional information the Respondent may deem advantageous to demonstrate their qualifications to provide services.
- C. Describe the experience of your entity to successfully complete the project. Include the number of units already completed, the years of experience of key staff. Describe what other financing mechanisms the entity will utilize to complete the project.

**SUBMITTAL SECTION 5: FINANCIAL QUALIFICATIONS/COST**

*(four [4] single-sided page maximum)*

- A. Demonstrate availability of minimum funding of \$300,000.00 in cash, line of credit, or other current assets
- B. Financial approach to acquisition of homes.
- The ability of the organization to acquire and hold for the City's benefit bank-owned or abandoned properties and perform home rehabilitation on the acquired properties per applicable building codes, City Rehabilitation Standards, and using materials and construction standards which meet and/or exceed standard energy efficiency (Energy Star) requirements.
  - Describe the organizations fiscal management system, including financial reporting, record keeping, accounting systems, payment procedures and audit requirements.
- C. The cost for this Request for Proposal should be submitted for the following activities: Use Form 4-8 included in Part 4 of this package.
- Fee charged to locate and generate listings of qualifying bank-owned or abandoned properties based on a City provided target area (maps to be provided) and housing characteristics.
  - Fee charged to coordinate the showing of a maximum of three qualifying properties identified by the City to individual applicants taken from the NSP Waiting List.
  - Fee charged to acquire qualifying property for the City's benefit. **(Note: Any customary realtor commissions received or entitled to your organization or by a subcontractor of your organization will be deducted from this fee).**
  - Fee charged for property management services which would include the necessary insurance coverage, site maintenance services, and any other service required to protect the City's interest in the acquired property between the initial acquisition date and the resale date.
  - Fee charged (a flat fee) for project management and oversight of rehabilitation efforts on each qualifying property.
  - Fee charged to monitor and/or perform the steps necessary to complete the follow-on sales transaction for each completed unit to income qualified purchasers identified by the City and to ensure that each purchaser receives first mortgage approval by a licensed financial institution. Approved Lender List.
  - Any other fees your organization would charge, that are not addressed above, in connection with initial property identification, showing, acquisition, rehabilitation efforts, and follow-on sales transaction. **(Note: Property**

**Appraisal, Home Inspection and Title/Closing services will be contracted and paid by the City)**

- **Provide the total amount of fixed fees per unit for the required services.**
- Option 1: Fee charged to recruit and perform an income certification for a qualifying homebuyer (**Note: This fee charge will be allowed only in the event that the NSP Waiting List becomes exhausted and the City desires to fund additional housing units).**

**\*Note: For the purposes of evaluating the financial qualifications, Respondents will be evaluated individually based on their submitted fee proposal. The City will negotiate with firms recommended for award to establish a blended rate for each line item included on fee proposal.**

**\*\*Should a client decide to discontinue participation in the NSP after a service(s) were delivered by the developer for the benefit of the client, the developer will be entitled to the individual fees associated with the delivered service(s) for doing their due diligence and acting in good faith.**

### **39. EVALUATION OF PROPOSALS**

The Evaluation Committee will evaluate all responses received by the City for the submittal data set forth in this RFP, or as amended by addenda on the basis of the criteria below. A determination of the best qualified firm will be made by the Evaluation Committee based on the following criteria.

In order to assist in determining the best qualified firm, the Evaluation Committee reserves the right to request additional information and/or clarification of any information submitted by any Proposer. The City shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The City's decisions shall be final.

#### **METHOD:**

The following criteria and weights shall be utilized in the evaluation of the proposals:

<b>CRITERIA</b>	
<p><b><i>QUALIFICATIONS AND EXPERIENCE:</i></b></p> <ul style="list-style-type: none"> <li>A. Outline the qualifications of the firm.</li> <li>B. Outline qualifications of the individuals to be assigned to the City's account.</li> <li>C. Provide a minimum of three (3) current client references.</li> <li>D. Any additional information the respondent may deem advantageous.</li> </ul>	<b>0 – 15 Points</b>
<p><b><i>SIMILAR PROJECT EXPERIENCE:</i></b></p> <ul style="list-style-type: none"> <li>A. Respondent shall provide a minimum of three (3) projects completed within the last five (5) years.</li> <li>B. Provide a listing of current and projected workload, and the commitment of availability of staff to Seminole City.</li> </ul>	<b>0 – 10 Points</b>
<p><b><i>APPROACH TO WORK:</i></b></p> <ul style="list-style-type: none"> <li>A. Respondent shall provide a statement of understanding for the Scope of Services.</li> <li>B. Identify usage of small vendors and/or subcontractors.</li> <li>C. Describe the experience of your entity to successfully complete the project.</li> </ul>	<b>0 – 50 Points</b>
<p><b><i>FINANCIAL QUALIFICATIONS/COST:</i></b></p> <ul style="list-style-type: none"> <li>A. Demonstrate availability of minimum funding of \$300,000.00 in cash, line of credit, or other current assets</li> <li>B. Financial approach to acquisition of homes.</li> <li>C. The cost for this Request for Proposal submitted for listed fees.</li> </ul>	<b>0 – 25 Points</b>

## **OTHER ASSESSMENTS:**

The City reserves the right to evaluate, prior to making an award, current financial statements and data from the Respondents, the ability to comply with required schedule, past record of integrity and past record of performance.

The Evaluation Committee will evaluate each submittal against the requirements of the solicitation. Results of the assessment will be portrayed using the following standards:

### **The submittals will be evaluated on:**

**Strengths:** Those areas in which the proposal exceeds the City's requirements.

**Weaknesses:** Those areas where the proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

**Deficiencies:** Those areas where the proposal fails to meet the City's requirements.

## Proposal Submission Form

### PART 1 General

#### 1.01 Description

The following Request for Proposals for (1) RFP 10/11-18 Neighborhood stabilization Program

This Response is submitted by (2) \_\_\_\_\_

*(1) Title and Solicitation number as shown in the Invitation*

*(2) Name, address, telephone, fax number and email of Proposer.*

#### 1.02 The Undersigned:

A. Acknowledges receipt of:

Addenda:	Number	_____	Dated	_____
	Number	_____	Dated	_____

B. Has examined the Solicitation Documents and understands that in submitting his/her Response, he/she waives all right to plead any misunderstanding regarding the same.

C. Understands that the responsibility for delivering the submission to the City on or before the specified date and time will be solely and strictly the responsibility of the Respondent. The City will not be responsible for delays caused by the United States Postal Office or a delay caused by any other occurrence. Offers by telephone, fax, email or other electronic means will not be accepted. It is understood that any deviation from a completed, signed (original signatures) proposal delivered on or before the designated time, date and place, as provided herein, to the City will be resolved against the individual or firm submitting the response.

D. Agrees:

1. To hold this Offer open for **60** calendar days after the opening date.
2. By signing this document the responding individual or firm hereby agrees to negotiate in good faith, to be bound by specifications, terms, conditions, scheduling, pricing and representations as stated and submitted with this form and/or as established by subsequent negotiations. However, it is understood that the City reserves the right to declare any submission nonresponsive if exceptions to specifications, terms, conditions, etc. of the solicitation are not acceptable in the opinion of the City to meet the requirements of said solicitation.
3. To enter into and execute a contract with the City, if awarded on the basis of this Offer and/or subsequent negotiations agreed upon by the City and the Bidder/Proposer.

**1.03 Miscellaneous Requirements and Affirmations**

Proposals and Statements of Qualifications shall be submitted using the proposer's letterhead and shall include all of the attached forms and in compliance with the instructions provided with this request.

- **Number of originals and complete copies to submit:**

- a. **One original and 8 copies of the proposal**

**1.04 Protests**

Protests, if any, shall be submitted in compliance with City of Sanford Purchasing Policy in all respects. Failure to file protest to the Purchasing Manager within the requirements a and time prescribed by the City's Purchasing Policy, shall constitute a waiver of proceedings.

**1.05** SUBMITTED, signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

---

Bidder/Proposer By (Signature) Date

---

Printed Name and Title Corporate/Company Seal

**On the Envelope Containing Your Submission:**  
The Return address – Your Company Name and Address

**Address or Deliver To:**  
William Smith, Purchasing Manager  
**City of Sanford**  
P.O. Box 1788 (300 N. Park Avenue, Room 236)  
Sanford, FL 32772

**In the Lower Left Corner of the Envelope, Provide the Following:**  
RFP 10/11-18 Neighborhood Stabilization Program  
Open Date: August 4, 2011 Opening Time: 2:00 p.m. (Non-Public

## **Standard General Forms 435**

The following forms are identified and included as contract documents.

- Disputes Disclosure Form 435-1**
- Drug-Free Work Place 435-2**
- Florida Statutes On Public Entity Crimes 435-3 and 4**
- Certification of Non-Segregated Facilities 435-5**
- Conflict of Interest Statement 435-6**
- Non-collusion Affidavit of Offeror/Bidder 435-7**
- Unauthorized (Illegal) Alien Workers 435-8**
- Americans With Disabilities Act Affidavit 435-9**
- Offerors Qualification Statement**
- Compliance With The Public Records Law**

**Disputes Disclosure Form 435-1**

**Answer the following questions by answering "YES" or "NO". If you answer "YES", please explain in the space provided, please add a page(s) if additional space is needed.**

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years? \_\_\_\_\_
  
2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? \_\_\_\_\_
  
3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business? \_\_\_\_\_ If yes, the explanation must state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of the project identified.

\_\_\_\_\_ Firm

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

\_\_\_\_\_ Printed or Typed Name and Title

**Drug-Free Work Place 435-2**

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that the company named below does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

---

**Article I. Firm**

---

**Authorized Signature**

**Date**

---

**Printed or Typed Name and Title**

**Florida Statutes On Public Entity Crimes 435-3**

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

1. This sworn statement is submitted to The City of Sanford  
by \_\_\_\_\_ on behalf of \_\_\_\_\_  
whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this statement: \_\_\_\_\_).

2. 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 public 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, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand the "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 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a 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.
5. 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 bid on contracts 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 management of an entity.
6. 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 of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity were charged with and convicted of a public entity crime after July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in

the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

State of Florida  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and \_\_\_\_\_  
(Name(s) of individuals who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal.

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

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as

Commissioned.)

\_\_\_ Personally known to me, or  
\_\_\_ Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

\_\_\_ DID take an oath, or  
\_\_\_ DID NOT take an oath.

FORM NO. PEC 15.204

THIS FORM MUST BE SUBMITTED WITH BID  
**00435-4**

**Certification of Non-Segregated Facilities 435-5**

By affixing his signature to this form, the Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name Title

Official Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Non-collusion Affidavit of Offeror/Bidder 435-7**

The undersigned, by signing this document hereby certifies that the company named below hereby is or does:

1. States that the entity named below and the individual signing this document has submitted the attached bid or proposal:
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Said bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said bidder or proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, proposer, firm or person to submit a collusive or sham bid or proposal in connection with the Contract for which the attached bid or proposal has been submitted or to refrain from bidding or proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, proposer, firm or person to fix the price or prices in the attached bid or proposal or of any other bidder or proposer, or to fix any overhead, profit or cost element of the bid or proposal price or the bid or proposal price of any other bidder or proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Sanford or any person interested in the proposed Contract.
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or proposer or any of its agents, representatives, owners, employees, or parties in interest, including the individual signing this document.

Signature of Affiant	Date
Typed or Printed Name of Affiant	Title

State of Florida, County of \_\_\_\_\_ On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and \_\_\_\_\_  
(Name(s) of individuals who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it. WITNESS my hand and official seal.

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

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)  
\_\_\_ Personally known to me, or \_\_\_ Produced identification

\_\_\_\_\_  
(Type of Identification Produced)  
\_\_\_ DID take an oath, or \_\_\_ DID NOT take an oath

FORM No. AC 5.908

THIS FORM MUST BE SUBMITTED WITH BID  
**Unauthorized (Illegal) Alien Workers 435-8**





## Offeror's Qualification Statement

SUBMITTED BY: NAME: \_\_\_\_\_

CHECK ONE:  Individual  Partnership  Corporation  Other

1. State the true, exact, correct and complete name of the company, partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is:

\_\_\_\_\_

The address of the principal place of business is:

\_\_\_\_\_

\_\_\_\_\_

2. If Offeror is a corporation, answer the following:

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

c. President's Name: \_\_\_\_\_

d. Vice President's Name: \_\_\_\_\_

e. Secretary's Name: \_\_\_\_\_

f. Treasurer's Name: \_\_\_\_\_

g. Name and address of Resident Agent: \_\_\_\_\_

\_\_\_\_\_

3. If Offeror is an individual or a partnership, answer the following:

a. Date of Organization: \_\_\_\_\_

b. Name, Address and Ownership Units of all Partners: \_\_\_\_\_

\_\_\_\_\_

c. State whether general or limited partnership: \_\_\_\_\_

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

\_\_\_\_\_

\_\_\_\_\_

5. If Offeror is operation under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. Information attached:  Yes  NA

6. How many years has your organization been in business under its present business name? \_\_\_\_\_

a. Under what other former names has your organization operated? \_\_\_\_\_  
\_\_\_\_\_

7. Indicate registration, license number or certificate numbers for the businesses or professions which are the subject of the Proposal/Bid. Please attach certificate of competency and/or state registration.  
\_\_\_\_\_  
\_\_\_\_\_

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why.  
\_\_\_\_\_  
\_\_\_\_\_

9. State the names, telephone numbers and last known addresses of three (4) owners, individuals or representative of owners with the most knowledge of work which you have performed or goods you have provided on similar projects within the last five years (government owners are preferred as references). It is noted that the experience claimed here must be associated with the company named above. Additional or other relevant experience may be included on a separate sheet provided by the offeror. The City of Sanford reserves the right to require additional information and to conduct any investigation deemed necessary to evaluate the offer and the Offeror being considered for an award.

\_\_\_\_\_  
(name) (address) (phone number)

\_\_\_\_\_  
(name) (address) (phone number)

\_\_\_\_\_  
(name) (address) (phone number)

\_\_\_\_\_  
(name) (address) (phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).  
\_\_\_\_\_  
\_\_\_\_\_

11. State the name of the individual who will have personal supervision of the work:  
\_\_\_\_\_

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:  
\_\_\_\_\_  
\_\_\_\_\_

13. State the names, addresses and the type of business of all firms that are partially or wholly owned by the Offeror:

---

---

---

14. State the name of the Surety Company which will be providing the bond, and name and address of agent:

---

---

---

15. Bank References:

(bank)	(address)
(bank)	(address)
(bank)	(address)

**THE INFORMATION INDICATED IN ITEM 16 IS NOT REQUESTED AT THIS TIME, HOWEVER, THE CITY RESERVES THE RIGHT TO REQUEST THIS INFORMATION.**

16. Attach a financial statement including Offeror's latest balance sheet and income statement showing the following items:

- a. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses).
- b. Net Fixed Assets
- c. Other Assets
- d. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, accrued salaries, real estate encumbrances and accrued payroll taxes)
- e. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)
- f. State the name of the firm preparing the financial statement and date thereof:
- g. This financial statement must be for the identical organization named on page one? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary). Please note, that the City of Sanford reserves the right to reject financial statement(s) submitted by other than the organization named on page one.

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY THE CITY IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE BID OR PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

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

\_\_\_\_\_  
Typed or Printed Name of Affiant  
Title

State of Florida, County of \_\_\_\_\_. On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and \_\_\_\_\_  
(Name(s) of individuals who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
NOTARY PUBLIC SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

\_\_\_ Personally known to me, or \_\_\_ Produced identification: \_\_\_\_\_  
(Type of Identification Produced)

\_\_\_ DID take an oath, or \_\_\_ DID NOT take an oath.

Form No. SOQ 25.204

THIS FORM MUST BE SUBMITTED WITH BID

**COMPLIANCE WITH THE PUBLIC RECORDS LAW**

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers/Bidders must invoke the exemptions to disclosure provided by law as applicable to the response to the solicitation, must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the City of Sanford.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend, indemnify and hold the City harmless in the event we are forced to litigate the public records status of the company's documents.

\_\_\_\_\_  
Signature of Affiant Date  
\_\_\_\_\_  
Typed or Printed Name of Affiant Title

State of Florida, County of \_\_\_\_\_ On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_  
and  
\_\_\_\_\_  
(Name(s) of individuals who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it. WITNESS my hand and official seal.

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

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

\_\_\_ Personally known to me, or \_\_\_ Produced identification

\_\_\_\_\_  
(Type of Identification Produced)  
\_\_\_ DID take an oath, or  
\_\_\_ DID NOT take an oath

THIS FORM MUST BE SUBMITTED WITH BID