

Housing Finance Authority
of
Pinellas County

REQUEST FOR NEGOTIATIONS

FOR

**The Ground Lease and Development of A Multi-Family
Community Housing Development on Property Identification
Number 33/29/16/70380/100/0500 & 33/29/16/70380/100/1200**

June 2006

HOUSING FINANCE AUTHORITY OF PINELLAS COUNTY

Date: June 12, 2006
Project Title: Lease of Pinellas County owned land and the development of a multi-family Community Housing development on PIN 33/29/16/70380/100/0500 & 33/29/16/70380/100/1200
Delivery Due Date/Time: July 14, 2006
To: Qualified Builders/Developers
Subject: Request for Negotiations

The Housing Finance Authority of Pinellas County (HFA) herein solicits Invitation for Request for Negotiations (RFN) from qualified responsible Builders/Developers of multi-family rental homes.

The intention of the RFN is to allow FHA to select and enter into a long term ground lease with a qualified builder/developer that can successfully develop and market a multi-family Community Housing development in accordance with all, county, state and federal laws and guidelines.

Responses shall include a Letter of Interest, a Statement of Qualifications, a description of how the scope of work will be implemented. Each Bidder should submit an original and five (5) copies (including one unbound copy) of its Proposal to the HFA, attention: Deborah Halstead, RFN #06-001, 600 Cleveland Street, Suite 800 Clearwater, FL 33755. Proposals will be accepted until 2:00 P.M.. Eastern Standard Time (EST), July 14, 2006. THERE WILL BE NO EXCEPTIONS.

Proposals must be clearly marked – “RFN #06-002 – Ground Lease and Development of a Multi-Family Community Housing Development”.

Any submissions received after the specified time and date will not be considered. All responses must be received and time-date stamped by the HFA at the address listed above, on or before the above specified time and date. THERE WILL BE NO EXCEPTIONS.

By submission of a response the Bidder agrees, if its response is accepted, to enter into a negotiations with the HFA to enter into a long term ground lease on the property and complete all work as specified or indicated in the contract documents within the contract time indicated in the attached RFN #06-001. The Bidder further accepts all of the terms and conditions of the RFN.

Responses should be prepared in accordance with instructions contained within the IFB and should remain valid for 90 days. Responses shall be evaluated by HFA as stated in the evaluation factors noted in the RFN. HFA reserves the right to request additional information concerning any and/or all responses submitted. **NOTE: HFA reserves the right to reject any or all responses if such action is in the best interest of the HFA and to waive and/or require correction of any and all informalities and minor irregularities. HFA reserves the right to cancel this solicitation for any reason it deems is in the best interest of the agency.**

Questions regarding the attached RFN should be directed to Mike Marshall, at (727) 464-8280 ____, by email at mwmarrshall@pinellascounty.org, or by mail at the address listed above.

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EXHIBITS

- A - Non-Collusive Affidavit of Contractor/Subcontractor.
- B - Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes.
- C - References, to include contact name, address, telephone number and facsimile, from no less than five (5) current or recent clients of similar types of projects.
- D - Proof of insurance coverage.

Request For Negotiations
**Ground Lease and Development of a Multi-Family
Community Housing Development**

SECTION A

Overview

The Pinellas County Board of County Commissioners created the Housing Finance Authority of Pinellas County by Ordinance No. 82-32, enacted on October 26, 1982. The County Commission appoints a 5-member Board of Directors that oversees and operates the Authority.

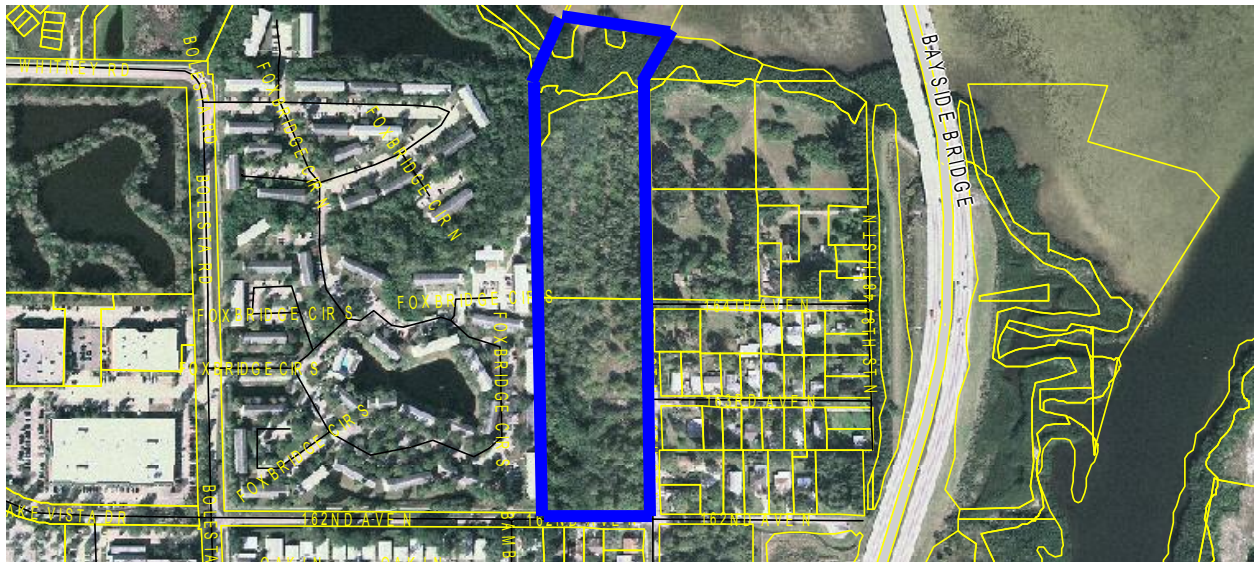
Recently, the HFA established a Community Housing Program that is intended to provide and preserve affordable housing in recognition of the acute affordable housing shortage recognized by the Pinellas County Board of County Commissioners. One of the ways the HFA will accomplish this goal is to facilitate the utilization of surplus county-owned real property for the developing community housing through the Community Housing Land Trust.

Description of Property

PIN – 33/29/16/70380/100/0500 & 33/29/16/70380/100/1200

Address – Northwest Corner of 49th Street North and 162nd Avenue North

Aerial Photograph



Lot Size – 8.385 Acres MOL

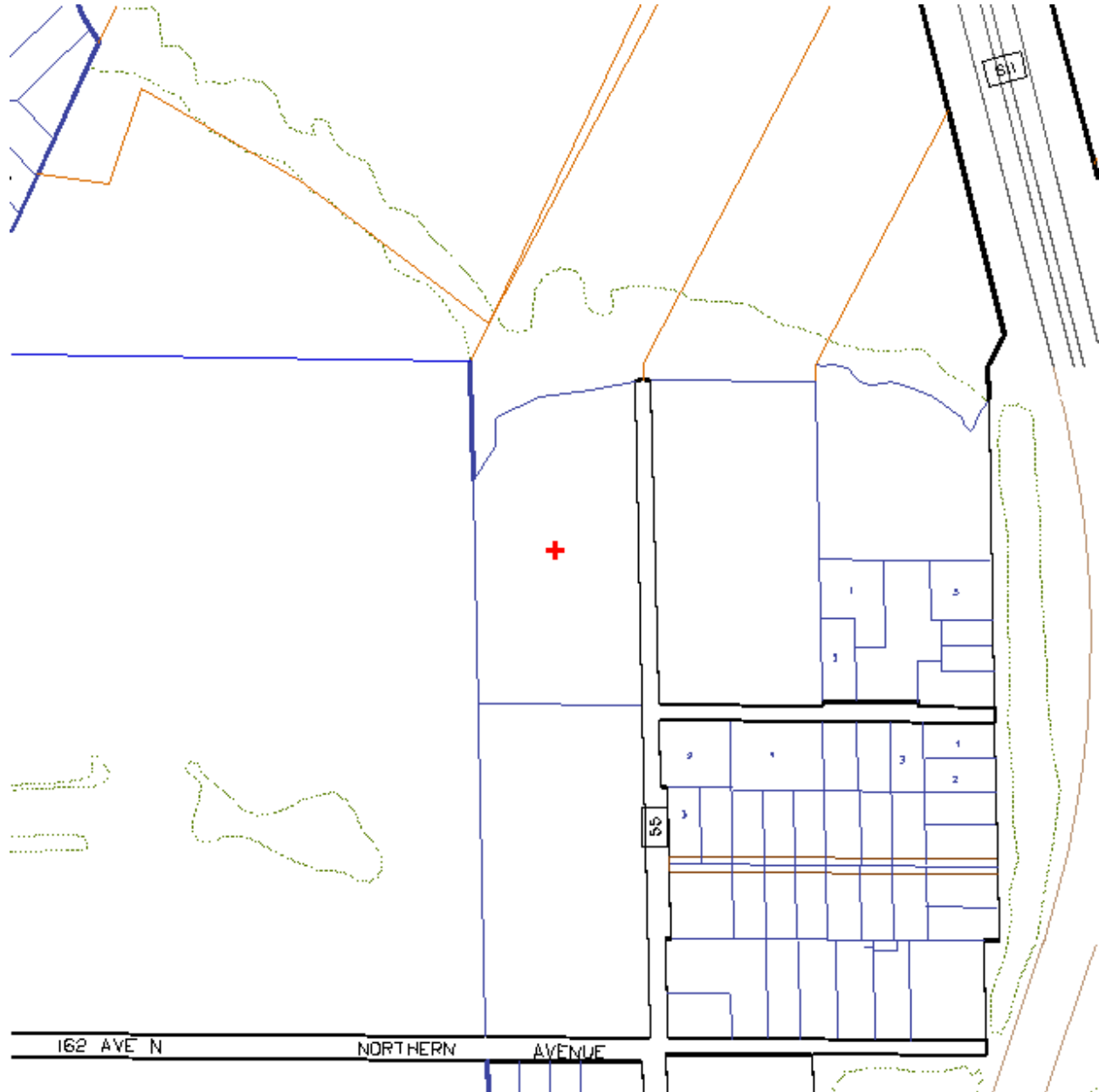
Zoning – RPD – 5

Land Use – Residential Low

Surrounding Land Use – North – Tampa Bay

South – Single Family Residential
East – Single Family Residential
West – Multi-Family Residential

Plat Map



Intended Development

Builder/Developer will construct either a rental or homeownership multi-family community housing development on the subject property.

Affordability of Development

The developed property must make 20% of the total units affordable to a family whose income is not greater than 80% of area median income. The following charts details this income per family size:

| <i>80% of Median income</i> | | | | | | | | |
|-----------------------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | 1 person | 2 persons | 3 persons | 4 persons | 5 persons | 6 persons | 7 persons | 8 persons |
| Annual | \$29,250 | \$33,400 | \$37,600 | \$41,750 | \$45,100 | \$48,450 | \$51,800 | \$55,100 |
| Monthly | \$2,438 | \$2,783 | \$3,133 | \$3,479 | \$3,758 | \$4,038 | \$4,317 | \$4,592 |
| Hourly | \$14.06 | \$16.06 | \$18.08 | \$20.07 | \$21.68 | \$23.29 | \$24.90 | \$26.49 |

SECTION B

Submission Requirements

Responses shall submit the following:

1. The name of the Respondent and the location of the principal place of business.
2. A response to the evaluation factors as listed in Section C of this RFN.
3. The following forms must be included:
 - One completed Non-Collusive Affidavit
 - One completed Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
 - Completed references, to include contact name, address, telephone number and facsimile, from no less than five (5) current or recent clients of similar types of projects.
 - Proof of insurance coverage.

SECTION C

Evaluation Criteria

- 1. Net proceeds from the terms of the ground lease of the property**
- 2. Intended Use of the Property**

- Preference will be given for uses that, in the HFA's judgment best serve the Pinellas County redevelopment goals. Multi-family and mixed-use projects will be considered. While the following list is not all-inclusive, priority will be given to projects that meet one or more of the following goals:
 - Serve families with children.
 - Provide a range of housing options that suit the needs of the community
 - Serve mixed-income residents.
 - Provide innovative solutions to affordable housing challenges.
 - Advance the redevelopment goals of the Pinellas community, including transit-oriented projects and projects that promote “livable communities” standards.
 - Make attractive financing terms available for homebuyers.
 - Promote housing in a mixed-use environment
 - Serve the needs of key service providers such as teachers, law enforcement officers and other essential service providers.
 - Provide housing opportunities for employees of key industries in support of economic development goals.
 - Do not discriminate against persons or families solely because they receive federal rental assistance.
 - Demonstrate, on the part of the owner, a long-term economic interest in the project as evidenced by the owner's significant equity investment
 - Present a plan to affirmatively market residences to under served populations.

3. Net Present Value of Future Property Tax Payments

- The anticipated amount and type of major capital investment to be made within the next 5 years in connection with the project.

4. Reduction of Public Expense

- Public expenses that will be reduced or eliminated as a result of the project. Examples could include assuming maintenance expense of a retention pond, providing shared drainage for future redevelopment in the area, or allowing for shared use of recreational facilities.

5. Other Benefits to the County or Its Citizens

- Unique social or civic features from which the greater community would benefit.
- Projects that enhance the Pinellas community’s ability to create/retain jobs or otherwise contribute to an improved localized economic need.
- Projects that improve quality of life in economically distressed areas.
- Projects unusual quality or stature that would serve as a catalyst to further redevelopment of a particular area of Pinellas.
- Preference will be given to projects that advance the redevelopment goals of the Pinellas community.
- Projects that improve the quality of life in economically distressed areas.

- Green building projects.
- Projects that take advantage of opportunities to redevelop Brownfield and Grayfield site.

6. Project Innovation

Projects that bring new ideas for design, construction, financing or other components.

7. Financing Plan

All proposals will require a detailed financing plan evidencing the financial feasibility of the project. The HFA and its staff will analyze the financing plan to determine the degree to which the project is feasible and likely to be completed within the time frame proposed. The HFA reserves the right to utilize its financial advisor, counsel, third party real estate underwriters, or other professionals to evaluate the financial feasibility, readiness and risk characteristics of each proposed project.

Evaluation Procedure

All submissions will be reviewed by an evaluation committee established by the HFA.

The committee will determine the most responsive submission.

At the successful conclusion of negotiations the HFA will facilitate the transfer of the property to the most responsive submission.

Proposed Schedule

June 12, 2006 – Advertise Request for Negotiations

July 14, 2006 – Submissions due

August 18, 2006 – Evaluation of Submissions Completed

September 5, 2006 – HFA Board Approval to enter into Negotiations

October 3, 2006 – Successful conclusion of Negotiations

November 2006 – Board of County Commissioners Approval of Ground Lease

SECTION D

General Conditions

- 1) The HFA reserves the right to either, in whole or in part with or without cause, waive any informalities of any submission, cancel this RFN, and make the award in the best interest of the HFA.
- 2) The HFA reserves the right to request additional information, if needed, from prospective respondents.

- 3) In the event it becomes necessary for the HFA to revise any part of this RFN, revisions will be provided to all respondents.
- 4) All submission in response to this RFN will be considered public information and may be made available to the general public, including news media, upon request.
- 5) The Respondent shall provide presentations if requested by the HFA.
- 6) No Respondent shall assign representation of its proposal or obligations there under without the written consent of the HFA.
- 7) The Respondent affirms that its submission is made without any understanding, agreement or connection with any other person, firm, or corporation making a submittal for the same purpose and is in all respects fair and without collusion or fraud. A non collusive affidavit must be completed and submitted with this proposal.
- 8) The Respondent has carefully read the provisions, terms and conditions of the RFN document and does hereby agree to be bound thereby.

Acceptance of Submissions

Submissions must be signed, sealed and received in completed form at the Office of the Housing Finance Authority located at 600 Cleveland Street, Suite 800, Clearwater, Florida 33755, no later than the RFN submission time and date. Submissions after the designated date and time will not be accepted for any reason.

HFA reserves the right to accept or reject any or all submissions, to take exception to these RFN specifications or to waive any irregularities and/or informalities. Respondents may be excluded from further consideration for failure to comply fully with the specifications of this RFN.

HFA also reserves the right to reject the submission of any Respondent who has previously failed to perform properly, or to complete on time, contract(s) of a similar nature; who is not in a position to perform the contract, or who habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, providers of materials, or employees.

Financial Statements

The Respondent may be requested to submit current financial statements. Furthermore, the Respondent shall disclose any past or current litigation to which it is a party and the amount in controversy or potential liability.

Withdrawal of Submission

Submissions may be withdrawn on a written or faxed request dispatched by the Respondent in time for delivery in the normal course of business prior to the time

specified herein for submission receipt, provided that written confirmation of any faxed withdrawal with the signature of the Respondent is placed in the mail and postmarked prior to the time specified herein for submission receipt. Negligence on the part of the Respondent in preparing its submission confers no right of withdrawal or modification of its submission after the due date and time specified herein.

Incurring Costs

HFA is not liable for any costs incurred by any Respondent.

All costs incurred in the preparation and presentation of submission shall be wholly borne by each Respondent. All supporting documentation and manuals submitted with each submission will become the property of HFA unless otherwise indicated by the Respondent at the time of submission.

SECTION E

H-1 Insurance

The successful Respondent shall be required to furnish original Certificates of Insurance evidencing the required coverage to be in force on the date of the Contract, and Renewal Certificates of Insurance, or a copy of the policy, if the coverage has an expiration or renewal date occurring during the term of this Contract or extensions thereof. The receipt of any certificates does not constitute agreement by HFA that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificates comply with all Contract requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to HFA in the event coverage is substantially changed, canceled, or non-renewed.

The Respondent shall require all subcontractors to carry the insurance required herein, or the Respondent may provide the coverage for any or all subcontractors, and, if so, the Certificate of Insurance or copy of the policy submitted shall so stipulate.

The following standard insurance policies shall be required:

- i. Commercial General Liability Policy
- ii. Workers' Compensation Policy
- iii. Professional Liability
- iv. Automobile Liability
- v. Blanket Crime

CERTIFICATES OF INSURANCE. All Certificates of Insurance shall have the following:

1. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions warranting the following:

- i. The company is authorized to do business in the State of Florida.
- ii. The insurance set forth by the insurance company is written on forms, which have been approved by the Florida State Board of Insurance or ISO.
- iii. Sets forth all endorsement and insurance coverages according to requirements and instructions contained herein.
- iv. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to HFA.
- v. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Indemnification

The successful Respondent will be required to protect, defend, indemnify, keep, save, and hold HFA, its officers, officials, employees and agents, free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, obligations, actions, suits, judgments of settlements, proceedings of causes of action of every kind, nature and character (collectively, "Claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Respondent, its officers, officials, agents, employees, and subcontractors, including, but not limit to, the enforcement of, the indemnification provision.

HFA will have the right, at its option and at its expense, to participate in the defense of any suit, without relieving the successful Respondent of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from this RFN will survive the expiration or termination of that Contract.

Rules, Regulations, and Licensing Requirements

Each Respondent and its staff must possess all of the required State of Florida Licenses, as well as all other licenses required by Pinellas County to perform in accordance with the contract scope of services herein. In addition, the Respondent shall comply with all laws, ordinances and regulations applicable to the scope of services contemplated herein. The successful Respondent is presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect performance on the proposed contract.

SECTION F

K-1 List of Attachments

The following attachments are required and/or included as part of this RFN and shall be incorporated into the Respondent's proposal/contract:

- Exhibit A: Non-Collusive Affidavit of Contractor/Subcontractor
- Exhibit B: Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- Exhibit C: Completed references, to include contact name, address, telephone number and facsimile, from no less than five (5) current or recent clients of similar types of projects.
- Exhibit D: Proof of insurance coverage.

NON-COLLUSIVE AFFIDAVIT OF CONTRACTOR/SUBCONTRACTOR

State of _____

County of _____

(Company name), being first duly sworn, disposes and says:

That _____
(A partner or officer of the firm of, etc.)

is the party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to secure any advantage against the Housing Finance Authority of Pinellas County or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By: _____

Title: _____

Date: _____

Subscribed and sworn before me this _____ day of _____, 2006

STATE OF _____ NOTARY PUBLIC

My commission expires _____, 2_____.

Personally known

OR produced identification

(Type of identification)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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 Housing Finance Authority of Pinellas County**

by _____
(Name) (Title)

for _____
(Company name)

whose business address is

(address) (city) (state) (ZIP)

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include Social Security Number of the individual signing this sworn 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 of 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, 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, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. 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 changes brought to indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. 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 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 for 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 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 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. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors executives, partners, shareholders, employees, members, or 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

_____The entity submitting this sworn statement, or one or more of its officers, directors executives, partners, shareholders, employees, members, or 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. 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 THE 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]

Sworn and subscribed before me this _____ day of _____, 2____.

Personally known _____

OR produced identification _____

Notary Public - State of

My commission expires

(Printed typed or stamped commissioned name of notary public)

Signature of Notary