



LOFTS AT BAHAMA VILLAGE

ORIGINAL

City of Key West, Florida

RFP # 008-21

BAHAMA VILLAGE "3.2" Affordable Workforce Housing Project

October 20, 2021

Submitted To:

City Clerk

City of Key West

1300 White Street

Key West, FL 33040



Cover Letter

October 20, 2021

City Clerk
City of Key West
1300 White Street
Key West, FL 33040

Re: Request for Proposals RFP NO. 008-21 Bahama Village "3.2" Affordable Workforce Housing Project

City of Key West City Commission,

Lofts at Bahama Village GP, LLC submits the following proposal in response to RFP NO. 008-21, Bahama Village "3.2" Affordable Workforce Housing Project. The members of Lofts at Bahama Village GP, LLC are part of the experienced development team assembled to transform the 3.2 acre Truman Waterfront parcel into a mixed-use development that the entire community will be proud of. We look forward to working with the City of Key West on this redevelopment opportunity.

Regards,

A handwritten signature in blue ink, appearing to read "Clarence S. Moore".

Clarence S. Moore
Lofts at Bahama Village GP, LLC
TVC Development, Inc.
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Jacksonville, Florida 32257
904-260-3030
moore@vestcor.com



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EXECUTIVE SUMMARY/PROPOSAL NARRATIVE

Lofts at Bahama Village

Narrative Description

Lofts at Bahama Village GP, LLC has assembled an experienced development team to redevelop the 3.2 acre Truman Waterfront parcel into a mixed-use community. The development team includes The Vestcor Companies/TVC Development, Inc. ("Vestcor"), Charley Toppino & Sons, Inc. ("Toppino & Sons"), A.H. of Monroe County, Inc. ("AH Monroe"), Smith Hawks, P.L. ("Smith Hawks"), PQH Group Design, Inc. ("PQH"), Marino Construction Group, Inc. ("Marino Construction"), and Mike Flaugh Landscape Architect ("MFLA"). The team, led by Vestcor, will transform the vacant 3.2 acre parcel into 118 residential units and 9,000 square feet of commercial space. The community is designed to provide connectivity to the Truman Waterfront Park and surrounding residential and commercial uses.

Development Summary

Lofts at Bahama Village consists of 3 buildings and a total of 118 residential units and 9,000 square feet of commercial space. The 9,000 square feet of commercial can be divided into multiple commercial units based upon tenant needs. The commercial space will provide an opportunity for residents of Bahama Village to work in the area they live. The objective from a site development perspective was to maximize the number of residential units while providing a mixed-use component at the northern end of the site. The design was created by looking at building scale for similar sized buildings, including some 3 story buildings in Key West proper. The design also incorporates creatively applying the general two and half floor rule used within the historic district. The building design was based on presenting a 2 story height at the façade that faces the street with the half floor above being set back from that façade. There are some 3 story elements that are allowed to engage the façade similar to traditional turrets found in large Victorian inspired homes and other significant structures found in Key West. To the extent massing and height of the proposed Lofts at Bahama Village are a concern, the development team is open to reducing the overall number of units and scale of the development. Further, the number of for-sale units may increase based on input from the community and the availability of grants and other funding sources.

Building A – Residential (For-Lease)		
Unit Type	# of Units	Unit Size
1 BR / 1 BA	33	640-762 sf
2 BR / 2 BA	36	900-1,022 sf
3 BR / 2 BA	9	1,096 sf

Building B – Residential (For-Lease)		
Unit Type	# of Units	Unit Size
1 BR / 1 BA	8	640-762 sf
2 BR / 2 BA	8	900-1,022 sf
3 BR / 2 BA	8	1,096 sf



Building C – Mixed Use (Commercial & Residential For-Sale)		
Unit Type	# of Units	Unit Size
Commercial	multiple	9,000 sf Total
2 BR / 2 BA	12	900-1,022 sf
3 BR / 2 BA	4	1,096 sf

Building and Unit Features

- Secured entry to the building
- Elevators
- Fully equipped kitchens
- Mini Blinds
- Washer and dryer connections
- Walk-in closets
- Handicap accessible in accordance with ADA standards

Community Amenities

- Internet café / computer lab
- Wi-Fi Connectivity in common areas
- Fitness center
- Activity and clubroom with lounge area

Overall Design Concept

The proposed design concept for the Lofts at Bahama Village embraces the Rectilinear Street Pattern of the Bahama Village Neighborhood (“Neighborhood”) and extends pedestrian and vehicular pathways to create interconnectivity.

Connectivity

The site layout for the buildings follows the typical street front approach with structures aligned parallel to the street grid.

The plan maintains the current alignment of Allen Avenue and incorporates the street into the vehicular and pedestrian circulation within the site. The primary building orientation faces the Neighborhood along Fort Street and looking towards Petronia Street. The site plan also incorporates the proposed extension of Fort Street between Geraldine Street and Angela Street promoting the connectivity of the site with that of the surrounding streetscape and neighborhood fabric.

Building Character

The overall scale and image of the buildings incorporate materials, textures and details found within the Bahama Village Area creating a harmonious and cohesive aesthetic that respects the historic character of the Neighborhood while adding much needed affordable workforce housing. The redevelopment plan will integrate new functional uses and programs with the Neighborhood.



The building architecture is influenced by the various styles found within Key West, with a specific emphasis on the Bahama Village area. These styles include variations of well know architecture including:

Cracker Style – a typical vernacular architectural expression common in Florida that strives from the use of local materials and construction practices of local residents and tradesmen.

Conch house – a style developed in Key West, it is a variation of Cracker Style, but unique to Key West, and used primarily for small house structures. It is a style that was introduced to the area by immigrants from the Bahamas.

Anglo-Caribbean - a more sturdy architectural style used for buildings customarily larger than houses. The distinctive features include the use of masonry elements in the foundation and on the lower levels of the structure. The upper floors are framed of wood and incorporate many of the features of other wood frame styles, including decorative elements found in Victorian, Craftsman, and Bungalow style structures. This architectural style is very versatile because it incorporates local Caribbean practices with Anglo influences that are found throughout the Caribbean archipelago including the Bahamas and West Indies.

Since the scale of the proposed buildings are larger than that of a house, the character of the structures need to be commensurate with the scale of the buildings. The Anglo-Caribbean Architectural Style provides the most practical and versatile pallet and theme to use at Lofts at Bahama Village.

Buildings tend to adopt the practices and styles that fit within a particular context. In that regard, in the Keys there are a series of elements that can be found in most of the architectural styles, such as:

- Simple Geometric Structures
- Pitched Metal Roofs
- Extensive use of porches and verandas
- Bright Colored Exteriors
- Decorative Shutters

These architectural details incorporate decorative columns, brackets and railings similar to those found in the area.

Streetscape and Public Art

A portion of the development will incorporate commercial street level spaces, which will house a variety of commercial uses including stores, restaurants and resident amenities.

As part of the streetscape there will be dedicated areas for historic references to local culture, immigrant influences and black history. There will also be places for public art with display areas located in designated building areas as well as freestanding elements such as mural walls, kiosks and site furnishings.

The buildings will have balconies and porches with those in the lower level meeting the characteristics of a front porch accessible from the sidewalk.

Hardscape will combine the required Neighborhood streetscape with paved courts and micro-parks along Fort Street and in the new pedestrian areas extending Bahama Village past Petronia Street and connecting to Geraldine Street and Angela Street.



The plan is for a cohesive pedestrian friendly streetscape that extends the Neighborhood into Lofts at Bahama Village. This will be accomplished by blending new hardscape and landscape features that incorporate native species for shrubs, shade trees and decorative specimen palm trees.

Landscaping

Lofts at Bahama Village GP, LLC will work with Mike Flaugh Landscape Architect to create a landscape plan that meets the requirements found in the City Key West Code of Ordinance. Mike Flaugh Landscape Architect has worked on many developments in the City of Key of West implementing the Code requirements including Oldest House & Gardens, Key West and The Navy Gateway Inn & Suites, Key West.

Collaboration with the U.S. Navy

The deed restrictions have been reviewed and incorporated into the site plan. Specific attention was given to the buffers and height limitations for areas adjacent to NASKW. Lofts at Bahama Village GP, LLC will meet with representatives of NASKW pursuant to the deed restrictions upon award to review the redevelopment plan.

Access to Opportunities

Lofts at Bahama Village GP, LLC will work with its general contractor to encourage including Minority and Women-owned Business Enterprises (MWBE) when construction is bid. Lofts at Bahama Village GP, LLC has engaged PQH as their architect which qualifies as a MBE.

Public Involvement and Transparency

Lofts at Bahama Village GP, LLC will implement a public participation strategy to keep the public informed as the development moves forward. The strategy will include the following:

- Post-Award – hold a public workshop to share the vision and plan for Lofts at Bahama Village.
- Pre-Plan Approval – hold a public workshop to share the final plans that will be submitted to the City of Key West for approval.
- Preleasing – hold a public workshop to prior to the start of preleasing and presale to inform the community on how to apply for a unit.

In addition to the public workshops, Lofts at Bahama Village GP, LLC will create a website that will share information disseminated at the public workshops. The website will also include a timeline and progress reports. Vestcor has worked with the public on many developments. The most recent was Lofts at Murray Hill, which is a 117 unit mixed-use, mixed income community in the historic Murray Hill area of Jacksonville. Vestcor kept the public informed of its plans throughout the process including creating an exterior elevation that embodied the eclectic feel of the area.

Community / Resident Programs

A.H. of Monroe County, Inc., through A.H. Housing and in conjunction with A.H. Client Services will provide the following services to residents at Lofts at Bahama Village:

Florida Housing Finance Corporation (“FHFC”) programs (3).



Adult Literacy Programs which includes literacy tutors who provide literacy lessons to residents to strengthen reading, writing, and comprehension skills.

Employment Assistance Programs which includes employability skills workshops providing instruction in the basic skills necessary for getting, keeping, and doing well in a job and include evaluation of current job skills; assistance in setting job goals; assistance in development of and regular review/update of an individualized plan for each participating resident; resume assistance; interview preparation; and placement and follow-up services

Financial Management Programs which includes topics such as financial budgeting and bill-paying including training in the use of technologies and web-based applications; tax preparation including do's and don'ts, common tips, and how and where to file, including electronically; fraud prevention including how to prevent credit card and banking fraud, identity theft, computer hacking and avoiding common consumer scams; retirement planning & savings options including preparing a will and estate planning; and homebuyer education including how to prepare to buy a home, and how to access to first-time homebuyer programs in Monroe County.

Programs offered in addition to FHFC requirements.

Health Literacy Programs which includes general health and wellness seminars/classes.

Medical and RN Case Management Services which includes assistance with health insurance, social security benefits, nutrition literacy programs, behavioral health and substance abuse services, healthcare referrals to primary care and dental care providers, and other area resource identification programs.

Quarterly Resident Programs which provides regularly scheduled activities such as holiday or special occasion parties, community picnics or cookouts, newsletters, children's special functions, etc., to bring the resident together, foster a sense of community, and encourage community pride.

The following programs may be added, but would be through a collaborative partnership.

After school programs for Children which will provide supervised, structured, age appropriate activities for children during after school hours.

Family Support Coordinator which assists residents in assessing needs and obtaining services, with the goal of promoting successful tenancies and helping residents achieve and maintain maximum independence and self-sufficiency.

Site Control

Lofts at Bahama Village GP, LLC supports establishment of site control through a long term lease with a term of at least 50 years after the deadline for RFA 2022-208 to conform to site control requirements in FHFC RFA 2022-208. We propose a longer lease term (up to 99 years) to allow for more favorable financing options. In order to apply for financing through FHFC RFA 2022-208, the City-Wide referendum extending the term of a ground lease needs to be approved and in effect prior to the RFA due date, and meet the minimum requirements as set in the RFA.



Lofts at Bahama Village GP, LLC understands the 3.2 acre site has been assessed by an environmental management firm due to the presence of recognized environmental conditions. Vestcor has experience in remediating environmentally challenged sites and filing and receiving brownfield credits. Vestcor will work with the City of Key West and its environmental consultant to navigate this process. Vestcor has completed remediation in connection with the development of Lofts at Murray Hill, Lofts at LaVilla, and Lofts at Jefferson Station. Vestcor was also able to have the Quarry apartment sites designated as a Green Reuse Area pursuant to the Brownfields Redevelopment Act.

Financing Strategy / Plan

Lofts at Bahama Village GP, LLC will respond to FHFC RFA 2022-208, SAIL and Housing Credit Financing for the construction of Workforce Housing in connection with the construction of the 102 rental units at Lofts at Bahama Village. It is anticipated the RFA will be similar to RFA 2021-208, which provided a maximum SAIL request amount of \$5,520,000 per development plus low-income housing tax credits to be used for Monroe County applications. The Workforce RFA has historically required at least 45% and not more than 50% of the total units be set aside at or below 60% AMI. Lofts at Bahama Village GP, LLC will set aside 51 units at or below 60% AMI. Of those 51 units, 11 units will be set aside at 25% AMI. The RFA requires all remaining units to be set aside at or below 120% AMI. Lofts at Bahama Village GP, LLC will set aside 30 units at 80% AMI and 21 units at 120% AMI. As such, the proposed unit mix for the 102 rental units will satisfy the FHFC RFA requirements and the City of Key West desired reservation goals by income category.

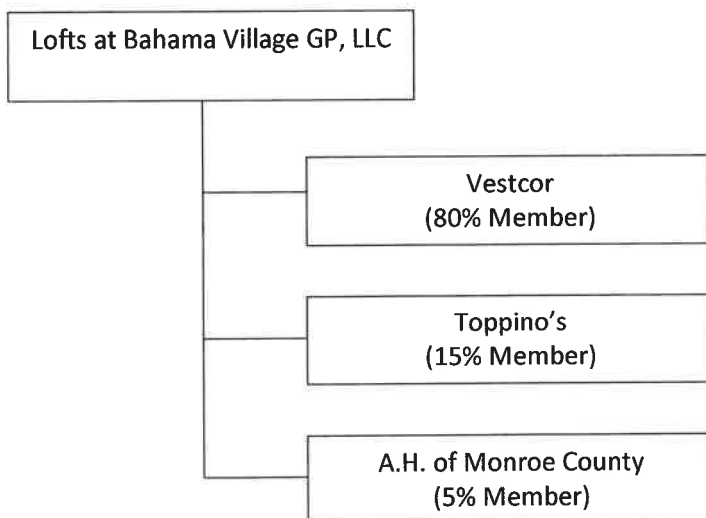
We anticipate Lofts at Bahama Village will request approximately \$1,900,000 in annual low income housing tax credit allocation and \$5,520,000 in SAIL financing.

The 16 for-sale units and commercial space will be financed with traditional bank construction debt and equity that will come from the members of Lofts at Bahama Village GP, LLC.



QUALIFICATION STATEMENT/TEAM EXPERIENCE OVERVIEW

LOFTS AT BAHAMA VILLAGE



LOFTS AT BAHAMA VILLAGE DEVELOPMENT TEAM		
Role	Entity	Key Principals
Developer	TVC Development, Inc. / Vestcor	John D. Rood Clarence S. Moore James R. Hoover
Site Contractor	Charley Toppino & Sons, Inc.	Richard Toppino
Management Company	A.H. of Monroe County, Inc.	Scott Pridgen
Legal Counsel	Smith Hawks, P.L.	Bart Smith
Architect	PQH Group Design, Inc.	Ricardo Quinones Aldo Minozzi
General Contractor	Marino Construction Group, Inc.	Michael Marino
Landscape Architect	Mike Flaugh Landscape Architect	Mike Flaugh



DEVELOPER - TVC DEVELOPMENT, INC. / VESTCOR

John D. Rood, Chairman
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Jacksonville, Florida 32257
(904) 260-3030
www.vestcor.com

TVC Development, Inc. is a subsidiary of The Vestcor Companies that focuses on the development of affordable workforce housing. The Vestcor Companies was founded in 1983 in Jacksonville, Florida by Ambassador John D. Rood and has grown to become one of Florida's largest developers of multifamily communities.

Over the last 38 years, Vestcor has built a reputation of excellence in all areas of multifamily development and operations. Since formation, Vestcor has developed or acquired and owned 16,010 multifamily rental units, consisting of market rate, historic preservation, affordable/workforce, student and luxury senior living communities.

Vestcor has over 28 years of experience developing and operating low income housing tax credit communities. Vestcor has developed 42 affordable/workforce communities consisting of 7,523 units in Florida and Texas and acquired 8 affordable/workforce communities consisting of 1,657 units in Florida and Texas. Vestcor has owned and operated 9,180 affordable/workforce units.

Vestcor currently owns and operates 22 affordable/workforce housing communities consisting of 2,468 units and has 4 communities totaling 665 units under construction. These communities were financed with low income housing tax credits administered by the Florida Housing Finance Corporation and a variety of other financing sources including SAIL, SAIL ELI, HOME, tax-exempt bonds, commercial bank debt, and local and state government contributions.

Vestcor completed two historic renovations in Jacksonville, Florida. The 11 East Forsyth building, formerly known as the Lynch Building, was purchased in October of 2001. Vestcor Construction Services handled the complete renovations of 11 East Forsyth, which included restoring the exterior to its original splendor, while converting the interior to 127 classically designed apartments, including some loft apartments. The building was originally constructed during the Florida land boom in 1926 and was one of the first seven Jacksonville skyscrapers built during this time frame.

The Carling, originally The Carling Hotel, was built in 1926 by the Dinkler Hotel Company. The hotel was sold in 1936 and renamed Hotel Roosevelt. After the Hotel Roosevelt fire in December 1963, the hotel closed. Vestcor Construction Services restored and renovated many of the fascinating original architectural features of this downtown Jacksonville landmark, including the marble staircase, terrazzo floors and the grand Palladian windows. Vestcor began renovating The Carling in 2003 and the project was completed in July of 2005.

11 East Forsyth and The Carling are listed on the National Register of Historic Buildings and were renovated in accordance with The National Park Service Historic Renovation guidelines.



FHFC Awards Since 2013

Funding under FHFC Programs for Developments in Monroe County

Development Name	Location	Year Completed	Number of Units	Tax Credit Program	Development Status
The Quarry	Key West, FL	2019	96	9% LIHTC/Workforce SAIL	Completed
The Quarry II	Key West, FL	2019	112	9% LIHTC/Workforce SAIL	Completed
Marty's Place	Key West, FL	2020	47	9% LIHTC/SAIL	Completed
The Quarry III	Key West, FL	2021	57	9% LIHTC/Workforce SAIL	Completed
Coco Vista	Marathon, FL	2023*	109	9% LIHTC/Workforce SAIL	In Underwriting

*Estimated completion date

Funding under FHFC Programs for Developments outside Monroe County

Development Name	Location	Year Completed	Number of Units	Tax Credit Program	Development Status
Caroline Oaks	Jacksonville, FL	2015	82	4% LIHTC/SAIL/Bonds	Completed
Peyton Ridge	Jacksonville, FL	2016	123	9% LIHTC	Completed
Arc Village**	Jacksonville, FL	2016	122	9% LIHTC/SAIL	Completed
Mary Eaves	Jacksonville, FL	2017	80	4% LIHTC/Bonds/HOME	Completed
Abigail Court	Port Richey, FL	2017	90	9% LIHTC	Completed
Lofts at LaVilla	Jacksonville, FL	2017	130	9% LIHTC	Completed
Quest Village**	Orlando, FL	2017	48	9% LIHTC/SAIL	Completed
Lofts at Monroe	Jacksonville, FL	2018	108	9% LIHTC	Completed
Sulzbacher Village**	Jacksonville, FL	2018	70	9% LIHTC	Completed
Cassie Gardens	Middleburg, FL	2018	96	9% LIHTC	Completed
Carter Crossing	Milton, FL	2018	93	9% LIHTC	Completed
Lofts at Jefferson Station	Jacksonville, FL	2019	133	9% LIHTC	Completed
Ambar Key	Florida City, FL	2019	94	4% LIHTC/Bonds/SAIL	Completed
Ambar Key Homes	Florida City, FL	2019	155	4% LIHTC/Bonds/SAIL	Completed
Lucas Creek	Pensacola, FL	2020	93	9% LIHTC	Completed
Macie Creek	Middleburg, FL	2020	96	9% LIHTC	Completed
Lofts at Brooklyn	Jacksonville, FL	2020	133	9% LIHTC	Completed
The Waves**	Jax Beach, FL	2020	127	4% LIHTC/SAIL/Bonds	Completed
Sydney Trace	Jacksonville, FL	2021	192	4% LIHTC/Bonds	Completed
Lofts at Murray Hill	Jacksonville, FL	2021	117	9% LIHTC	Completed
Centennial Towers**	Jacksonville, FL	2022*	208	9% LIHTC	Under Construction
Landon Preserve	Brandon, FL	2022*	230	4% LIHTC/Bonds/SAIL	Under Construction
Kelsey Cove	Brandon, FL	2023*	108	9% LIHTC	In Underwriting
Molly Crossing	Middleburg, FL	2023*	90	9% LIHTC	In Underwriting
Nathan Ridge	Middleburg, FL	2023*	192	4% LIHTC/Bonds/SAIL	In Underwriting

*Estimated completion date

**Developer, only



Vestcor Management Team:



Ambassador John D. Rood, Chairman of The Vestcor Companies

Mr. Rood began his real estate career in 1983 as founder of The Vestcor Companies. Under his direction, the company focused on brokerage of multifamily properties and then expanded into real estate investments, development, and construction. As the managing partner for over 71 investment partnerships, Mr. Rood is responsible for acquisition or development, management and disposition of properties in the portfolio. A total of eighty-four communities, consisting of over 16,000 units, have been acquired or developed by partnerships managed by Mr. Rood.

In September of 2004, Mr. Rood was appointed as United States Ambassador to the Commonwealth of the Bahamas where he served until 2007. The Ambassador's commitment to public and professional service is reflected in his many activities outside his professional life. Mr. Rood served on the Florida Fish and Wildlife Conservation Commission. Mr. Rood served on the Advisory Council for HUD on Renewal Communities to help local communities take advantage of tax incentives to stimulate job growth and economic development. Mr. Rood currently serves on the Board of Directors of Fidelity National Financial, Inc., Black Knight, Inc., Florida Prepaid College Board, Enterprise Florida, Inc. and Space Florida, Inc.

Steve Moore, President of The Vestcor Companies

Steve Moore is responsible for the overall direction and performance of The Vestcor Companies, overseeing all operational and investment decisions. He is responsible for the strategic planning and growth of the company and maintains oversight of Vestcor's portfolio of investments.

Jason Floyd, Chief Financial Officer of The Vestcor Companies

Jason Floyd is responsible for the overall finance and accounting functions of The Vestcor Companies. Jason's responsibilities include financial reporting, financing for new and existing developments and information technology. He maintains ongoing relationships with Vestcor's key business partners including financial institutions, insurance companies, professional-services firms, and government agencies.

Ryan Hoover, President of TVC Development, Inc.

Ryan Hoover is responsible for the application process, design and development of new properties under TVC Development, Inc. Ryan's responsibilities include regional affordable housing development activity under the Housing Credit and Mortgage Revenue Bond programs, as well as other financing programs that assist in the creation of affordable multifamily rental communities. Additionally, Ryan oversees the asset management of the existing rental portfolio.



The Vestcor Companies - Multifamily Rental Portfolio

New Construction - Conventional

Arbor Club	*	Ponte Vedra, FL	251
Bella Vista	*	St. Augustine, FL	328
Christopher Woods	*	Jacksonville, FL	225
Mandarin Lanai	*	Jacksonville, FL	120
Portofino	*	Jacksonville, FL	320
Timbers	*	Jacksonville, FL	160
Tivoli	*	Jacksonville, FL	400
TraVini I & II	*	Sarasota, FL	488
Villanova	*	Orlando, FL	312
Westland Park	*	Jacksonville, FL	405
			3,009

New Construction - Affordable Senior Housing

Abigail Court	Port Richey, FL	90
Caroline Oaks	Jacksonville, FL	82
Carter Crossing	Milton, FL	93
Cassie Gardens	Middleburg, FL	96
Heritage Village	Longwood, FL	123
Katie Manor	Crestview, FL	102
Lucas Creek	Pensacola, FL	93
Madison Manor	Jacksonville, FL	160
Marcis Pointe	Jacksonville, FL	120
Mary Eaves	Jacksonville, FL	80
Peyton Ridge	Jacksonville, FL	123

New Construction - Conventional Student Housing

The Flats at Kernan	*	Jacksonville, FL	192
The Flats at Mallard Creek	*	Charlotte, NC	131
The Flats at Campus Pointe	*	Charlotte, NC	99
The Flats at Carrs Hill	*	Athens, GA	138
Florida Polytechnic I		Lakeland, FL	60
Florida Polytechnic II		Lakeland, FL	146
			766

New Construction - Luxury Senior Housing

Harbor Chase	Jacksonville, FL	114
Grove at Canopy	Tallahassee, FL	118
Grove at Trelago	Maitland, FL	116
		348

New Construction - Affordable Family Housing

Ambar Key Homes		Florida City, FL	155
Ambar Key		Florida City, FL	94
Ambar Trail	^	Miami, FL	210
Camri Green	*	Jacksonville, FL	184
Courtney Manor	*	Jacksonville, FL	360
Gregory Cove	*	Jacksonville, FL	288
Holly Cove	*	Orange Park, FL	202
Jordan Cove	*	League City, TX	248
Kelsey Cove	^	Brandon, FL	108
Kendall Court	*	Jacksonville, FL	360
Kimberly Pointe	*	Houston, TX	228
Landon Preserve	^	Brandon, FL	230
Leigh Meadows	*	Jacksonville, FL	304
Lindsey Terrace	*	Jacksonville, FL	336
Lofts at Brooklyn		Jacksonville, FL	133
Lofts at Jefferson Station		Jacksonville, FL	133
Lofts at LaVilla		Jacksonville, FL	130
Lofts at Monroe		Jacksonville, FL	108
Lofts at Murray Hill	^	Jacksonville, FL	117
Logan Heights	*	Sanford, FL	360
Macie Creek		Middleburg, FL	96
Madalyn Landing	*	Palm Bay, FL	304
Matthew Ridge	*	Houston, TX	240
Noah's Landing	*	Naples, FL	264
Riley Chase	*	North Port, FL	312
Ryan Oaks	*	Jacksonville, FL	132
Sydney Trace		Jacksonville, FL	192
The Quarry		Key West, FL	96
The Quarry II		Key West, FL	112
The Quarry III		Key West, FL	57
Thomas Chase	*	Jacksonville, FL	268
			6,361

Historic Rehab

11 East	Jacksonville, FL	127
The Carling	Jacksonville, FL	100
		227

Acquisition /Rehab

Art Museum	*	Jacksonville, FL	176
Auburn Glen	*	Jacksonville, FL	250
Avery Trace	*	North Port, TX	310
Azalea Ridge	*	Jacksonville, FL	102
Bay Pointe	*	Jacksonville, FL	300
Casa Grande	*	Jacksonville, FL	100
Chase Ridge	*	Jacksonville, FL	172
Cypress Oaks	*	Leesburg, FL	140
Grande Court	*	Jacksonville, FL	252
Heather Ridge	*	Jacksonville, FL	120
Jennifer Green	*	Jacksonville, FL	120
The Landing	*	Altamonte Springs, FL	282
Madelyn Oaks	*	Jacksonville, FL	360
Mayfair Village	*	Jacksonville, FL	83
Oakridge	*	Jacksonville, FL	56
Oaks at Timuquana	*	Jacksonville, FL	228
Northwood	*	Jacksonville, FL	160
Ravenwood	*	Jacksonville, FL	112
River Park	*	Jacksonville, FL	168
Semoran North	*	Winter Park, FL	348
Tuscan Isle	*	Naples, FL	298
			4,137

* Sold

^ Under Construction

Total 16,010



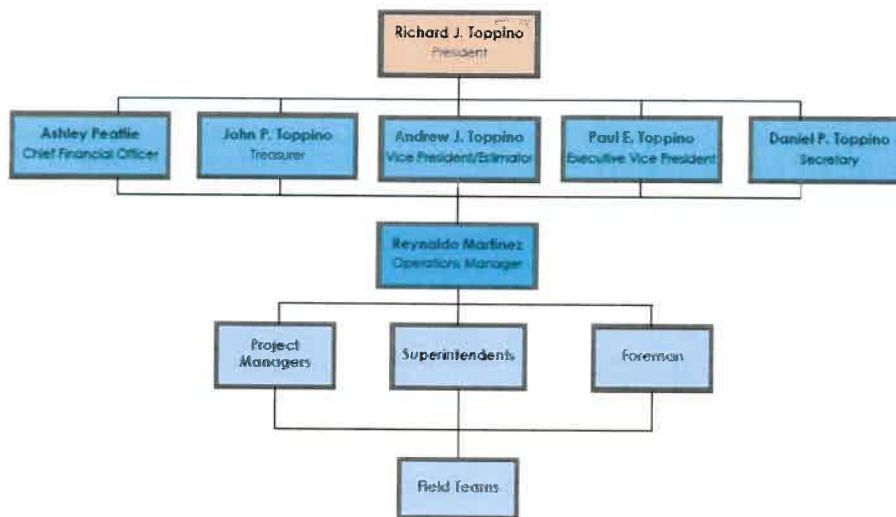


SITE CONTRACTOR – CHARLEY TOPPINO & SONS, INC.

Richard J. Toppino, President
129 Toppino Industrial Drive
Key West, FL 33040
305-296-5606

The Toppino Family has been involved in building the Key West community since the early 1930s and has successfully completed thousands of complex projects during that timeframe. They are active members of the community, and their team has been directly responsible for providing over 260 units of workforce housing to the Lower Keys in just the past few years.

Toppino & Sons was involved in the construction of Truman Waterfront Park, Marty's Place, and Quarry Apartments. The Truman Waterfront Park is one of the largest and most expansive public parks in the Florida Keys. The project consisted of the complete construction of a 400,000 SF recreational park at the bottom of Key West including drainage utilities, earthwork, concrete flatwork, gym equipment, playground equipment, restrooms and landscaping. Marty's Place is a 57-unit affordable housing development in the heart of Key West. Charley Toppino & Sons was contracted as the GC on this project, in partnership with Marino Construction Group. The Quarry Apartments is a multi-phase 260 unit affordable housing development right outside of Key West. Members of the Toppino Family developed and built this project in partnership with The Vestcor Companies.





MANAGEMENT – A.H. OF MONROE COUNTY, INC.

Scott Pridgen, Executive Director
1434 Kennedy Drive
Key West, FL 33040
Office: 305-296-6196
www.ahmonroe.org

A.H. of Monroe County Inc. ("AH Monroe") has provided health and housing programs to Monroe County since 1986. AH provides health and housing programs to people living with HIV/AIDS, the Elderly, Veterans, Low-Income households, and people living with assorted disabilities.

AH Monroe has an experienced Housing Department consisting of Staff with the following licenses: Housing Credit Certified Professional (HCCP), Real Estate License, Community Association Management (CAM), Housing Choice Voucher Specialists, HUD Certified Housing Counselor, and Certified Occupancy Specialist.

AH Monroe has a Compliance Management Team to ensure all eligibility processes are followed within each housing program LIHTC, HUD – PRAC Section 811, and Housing First. Inclusive of preparing, monitoring, and updating program requirements such as Land Use Restriction Agreements, Marketing Plans, Waitlist scoring, and all reporting requirements to Local, State, and Federal Agencies.

AH Monroe's Property Management and Maintenance Department manages all leases, rent collections, day to day operations and preventative maintenance.

AH Monroe's Case Management helps with rental subsidy programs such as Section 8, HOPWA, and VASH as well as Emergency Rental Assistance programs due to loss of income.

AH owns and operates 127 units of Affordable Housing within five (5) facilities as follows:

Low Income Housing Tax Credits (LIHTC) – Affordable

- Marty's Place (2020) - 47 Units
- Poinciana Royale (2010) - 50 Units

Housing First Project - Homeless / Mental Health

- Seebol Place (2009) - 14 Units

PRAC Section 811 – Disabled Housing – HUD

- McCarthy Rogers (1994) - 5 Units
- Harvey House (1994) - 11 Units
- Seebol Triplex (1994)* - 3 Units (Part of Seebol Place)



ATTORNEY – SMITH HAWKS, P.L.

Bart Smith
138 Simonton Street
Key West, FL 33040
Office: 305-296-7227
www.smithhawks.com

In 2008, Bart Smith founded the firm focusing in the areas of real estate, land use and civil litigation. Bart practices throughout the State of Florida assisting his clients in a wide range of matters, focusing on bringing efficient solutions that are economically viable to his clients. A few of his recent representations include; Representing developer in amending Comprehensive Plan, Land Development Regulations and obtaining development agreement and major conditional use approval for development of 280 unit workforce housing units in Monroe County. Representing City of Marathon and Village of Islamorada in successful defense of Comp. Plan Amendment that provide for allocation of 300 early evacuation workforce Building Permit Allocations before the State of Florida Division of Administrative Hearings Administrative Law Judge. Representing developer in redeveloping 363 wet slip marinas into a turnkey 100-unit resort and marina, including obtaining development agreement and conditional use approvals, obtaining all development rights, and all other necessary permits. Bart Smith is a member of the Key West Sunrise Rotary Club and Vice President of the Southernmost Hurricane Club. Following is a listing of developments that Smith Hawks has been involved.

Project Name	Year Built	Units	Owner
Sunset Marina Apartments	2018	65	Sunset Marina LLC/Bart Smith
Quarry 1 and 2	2019	208	Quarry Partners/Vestcor/Toppino
Quarry 3	2021	57	Quarry Partners/Vestcor/Toppino
Coco Palms	2015/2021	33	Mobile Homes Holdings Coco/Bart Smith
Suncrest	2021	8	Mobile Homes Holdings Suncrest/Bart Smith
Summerland Palms		22	Mobile Homes Holdings/Bart Smith
Coca Vista	Permits applied	124	Vestcor
Wrecker's Cay	Construction	280	



ARCHITECT – PQH GROUP DESIGN, INC.

Ricardo E. Quinones, President
 4141 Southpoint Drive E, Suite 200
 Jacksonville, FL 32216
 Office: 904-224-0001
www.pqh.com

Founded in 1982 by Jose Perez, AIA, CGC, PQH has grown to include six principals and a strong, committed support staff which includes Architects, Interior Designers, and General Contractors. With a history spanning over 36 years, PQH Group is Jacksonville's 6th largest Architectural Firm as ranked by the Jacksonville Business Journal. Our broad depth of experience, collaborative design approach, proactive leadership and emphasis on communication give us the capabilities to offer customized solutions for even the most demanding needs of our clients. We pride ourselves on providing personal attention to each client with key personnel remaining with the project through completion. PQH was the architect for Vestcor on 11 East and The Carling, which were historic renovations.

The following list contains affordable workforce developments designed by PQH Group Design, Inc. PQH Group Design has been the architect for 7 affordable workforce communities in Monroe County consisting of a total of 818 units.

Quarry 3 Big Coppitt Key, FL 57 Units	Coco Vista Marathon, FL 109 Units	Dockside Sugarloaf Key, FL 60 Units	Quarry Phase II, III Big Coppitt Key, FL 208 Units
Landings Sugarloaf Key, FL 28 Units	Wreckers Cay Wreckers Cay, FL 280 Units	TKC WORKFORCE Housing Key West, FL 76 Units	Abigail Court Port Richey, FL 93 Units
Villas of Lake Smart Winter Haven, FL 220 Units	Lennox Court Jacksonville, FL 360 Units	Marcus Pointe Jacksonville, FL 120 Units	Camri Green Jacksonville, FL 184 Units
Durkeeville Mixed Use Jacksonville, FL 280 Units	Noah's Landing Collier County, FL 264 Units	Peyton Ridge Jacksonville, FL 123 Units	Deerbrook Jacksonville, FL 240 Units
Harbour Isle St. Augustine, FL 328 Units	Harmony Village New Smyrna Beach, FL 200 Units	Caroline Oaks Jacksonville, FL 82 Units	Thomas Chase Jacksonville, FL 268 Units
Riley Chase North Port, FL 312 Units	Gregory Cove Jacksonville, FL 288 Units	Katie Manor Crestview, FL 102 Units	Bergen Woods Brunswick, GA 112 Units
Waterside Villas Hilton Head, SC 304 Units	Matthew Ridge Harris County, TX 240 Units	Mary Eaves Jacksonville, FL 80 Units	Kimberly Pointe Harris County, TX 228 Units
Cypress Run Tampa, FL 350 Units	Cane Island Kissimmee, FL 168 Units	Duval Station Jacksonville, FL 196 Units	Woodhollow Jacksonville, FL 420 Units
Lindsey Terrace Jacksonville, FL 336 Units			



GENERAL CONTRACTOR – MARINO CONSTRUCTION GROUP, INC.

Michael Marino, President
7025 Shrimp Road, Suite 2E
Key West, FL 33040
Office: 305-359-5269
www.marino-construction.com

Marino Construction Group was founded in 1997 by Michael Marino who has been operating his own business as a licensed General Contractor since 1981. Marino Construction has worked on various types of residential and commercial projects including the new construction of hotels, marinas, apartments and restaurants and complete renovations of many Key West restaurants and hotels. From energy-efficient construction material to well thought out design and attention to detail, Marino Construction Group provide an outstanding backdrop for years of memories. Marino offers expertise that spans the entire lifecycle of construction, including preliminary budgeting, value engineering, logistics, scheduling and supervision, taking your project from conception to completion.



LANDSCAPE ARCHITECT – MIKE FLAUGH LANDSCAPE ARCHITECT

Mike Flaugh, President
3744 SE Ocean Blvd
Stuart, FL 34996
www.mikeflaughla.com

From Vero Beach to the Florida Keys, Mike Flaugh Landscape Architect have provided exceptional service to over 32,000 clients. Mike Flaugh, a Florida registered Landscape Architect with 32 years of experience, oversees all aspects of the design process. Mike Flaugh's team, which includes a Design Director, Permitting/Code Compliance/Site Planning Specialist, Construction Coordinator, and Project Manager, have been involved in a wide variety of projects such as private estates, commercial projects and public spaces, gardens, lighting, resort experiences, pool and patio design, site planning and permitting. Services provided include design, rendering, bid procurement and quality control. Following are some of the projects Mike Flaugh Landscape Architect have been involved with in Key West and the Southern Keys.

- **The Navy Gateway Inn & Suites**, Naval Air Station Key West, FL, The Korte Company, Kevin Marks, (770) 543-8333, kevin.marks@korteco.com
- **Ocean Breeze**, 101 11th St, Marathon, FL 33050, Sun Communities, Jose Manent (321) 276-5183, jmanent@suncommunities.com
- **Sea Breeze**, 87425 Old Hwy #1, Islamorada, FL 33036, Sun Communities, Jose Manent (321) 276-5183, jmanent@suncommunities.com
- **Wreckers Cay**, Stock Island, Key West, FL, Ironwood VG, Everett Atwell, (863) 602-0332, eatwell@tampabay.rr.com
- **The Quarry Apartments**, Rockland Key, FL, Vestcor Companies, Alex Hepler (904) 288-7730, ahepler@vestcor.com
- **Quarry 3 Residences**, Rockland Key, FL, Vestcor Companies, Alex Hepler (904) 288-7730, ahepler@vestcor.com
- **Oldest House Museum & Garden**, 322 Duval Street, Key West, FL 33040, Madeleine Vogelsang, Administrator, office: (305) 294-9501/cell: (954) 275-0196, admin@oirf.org



Experience in revitalization of neighborhoods and strategies that achieve the prevention of displacement of existing residents.

The development team brings vast experience in revitalizing neighborhoods by strategically locating housing in areas beset by gentrification. Vestcor has been instrumental in redeveloping the LaVilla and Brooklyn neighborhoods in Jacksonville, Florida with affordable workforce housing to prevent the displacement of residents as a result of gentrification. Vestcor has developed four communities (Lofts at LaVilla, Lofts at Jefferson Station, Lofts at Monroe, and Lofts at Brooklyn) within a 6 block area. The four communities combine to provide a total of 504 units with the following set-asides: 20 units \leq 30% AMI, 25 units \leq 33% AMI, 14 units \leq 35% AMI, 310 units \leq 60% AMI, 29 units \leq 80% AMI, and 106 units \leq 140% AMI. Vestcor worked with neighborhood groups to encourage residents who may have previously been displaced to return the area. Vestcor was able to retain the historical significance of the area through art displayed throughout the buildings.

Development, construction and management of affordable housing.

The Qualification Statement / Team Overview section details the development teams experience in developing and operating affordable workforce housing. The team has developed over 8,700 units of workforce affordable housing with 312 units developed in Monroe County. A.H. Monroe will manage the community. A.H. Monroe brings expertise not only in managing the day to day operations, but also in implementing various programs that will benefit the residents.

Successfully applying and closing on low-income housing tax credit, SAIL, HOME, CDBG-DR or other state and federal housing finance programs administered by the Florida Housing Finance Corporation.

Vestcor has significant experience in applying for and closing on low-income housing tax credits, SAIL financing, and construction and permanent debt. Vestcor completed its first affordable/workforce development with low-income housing tax credits and SAIL financing in 1996 and has closed 48 low-income housing tax credit developments since, including 30 competitive awards since 2013 administered by FHFC. Vestcor has a reputation for quickly moving through underwriting and permitting, which allows the much needed affordable workforce housing units to be delivered quickly. Vestcor intends to apply for low-income housing tax credits and SAIL financing as part of Florida Housing Finance Corporation RFA 2022-208 to finance the construction of Lofts at Bahama Village. Vestcor has previously been awarded low-income housing tax credits and SAIL financing from FHFC for the development of Quarry Phase I, Quarry Phase II, Quarry Phase III, Marty's Place, and Coco Vista (a 109 unit development in Marathon). Quarry Phase I, II, and III and Marty's Place have all closed and reached stabilization. Coco Vista was awarded as part of FHFC RFA 2021-208 and is in the credit underwriting phase.

Experience in site preparation and infrastructure development on similarly situated sites.

Vestcor is teaming up with Marino Construction Group, Inc. and Charley Toppino & Sons, Inc. as local contractors who have developed similar communities in Monroe County for Vestcor. No organization has more experience than Charley Toppino & Sons, Inc. in site preparation and infrastructure development.



Real estate development and financing strategies that maximize utilization of scarce affordable housing funding resources.

Vestcor recognizes that affordable housing funding resources are scarce and wants to efficiently leverage those resources to construct as many units as permitted for the site. Vestcor has experience implementing financing strategies that leverage public money with private capital investment. Principals of Vestcor have purchased subordinate tax-exempt bonds to help facilitate the construction of affordable/workforce communities to facilitate the construction of 632 units of affordable workforce housing. Vestcor currently has another community in credit underwriting that will have a similar structure and create 192 affordable workforce housing units. Vestcor also has experience pairing their equity with traditional bank financing for the construction of for-sale residential units.

The financing strategy proposed for Lofts at Bahama Village will leverage low-income housing tax credits and FHFC SAIL funding. This same strategy was used for Quarry Phase I, II, III and Coco Vista. The public investment will be through a ground lease with The City of Key West at a nominal value, which will help facilitate the construction of 118 residential units of which 16 will be for-sale units.



PROPOSED UNIT MIX, ESTIMATED RENTAL AND SALE PRICES & PRELIMINARY BUDGET

LOFTS AT BAHAMA VILLAGE

All 118 residential units at Lofts at Bahama Village will be restricted as affordable workforce housing units. The development team has created a marketing plan and community outreach campaign to notify the residents of the upcoming availability of affordable workforce housing. Please see the Marketing Plan Section of the RFP response for the detailed plan.

Lofts at Bahama Village will have 102 rental units with the following set-asides. The maximum rents will be adjusted annually consistent with the rules and regulations for the financing obtained.

Units \leq 25% AMI – 11 units (10.8% of total units and 21.5% of the units \leq 60% AMI)

Units \leq 60% AMI (inclusive of those units \leq 25% AMI) – 51 units (50%)

Units $>$ 60% AMI \leq 80% AMI – 30 units (29.4%)

Units $>$ 80% AMI \leq 120% AMI – 21 units (20.6%)

Beds/Baths	No. of Units	Median Income %	Max Rents
1/1	4	25%	\$ 476
2/2	5	25%	\$572
3/2	2	25%	\$661
1/1	17	60%	\$1,144
2/2	17	60%	\$1,374
3/2	6	60%	\$1,587
1/1	12	80%	\$1,526
2/2	13	80%	\$1,832
3/2	5	80%	\$2,116
1/1	8	120%	\$2,289
2/2	9	120%	\$2,748
3/2	4	120%	\$3,174
Totals	102		

The rents for the 80% units and the 120% units are taken from Appendix I to the RFP. The 25% rents and the 60% rents are from the 2021 Income Limits and Rent Limits, Florida Housing Finance Corporation, Multifamily Rental Programs and CWIP Homeownership Program.



Lofts at Bahama Village will have 16 for-sale residential units; however, the number of for-sale units may increase based on input from the community and the availability of grants and other funding sources. The for-sale units will be deed restricted based on the AMI levels below to ensure they remain affordable.

Set-Aside (For Sale)				
Beds / Bath	60%	80%	140%	Total
2/2	2	5	5	12
3/2	0	1	3	4
Total	2	6	8	16

The sales price for the for-sale units will be established based upon market conditions at the time units are sold. The current maximum sales price, subject to MCC §101-1 and prevailing market conditions, is set forth in the chart below. The maximum sales price is the product of the factors in the chart.

Maximum Sales Price					
Beds / Bath	County Median Income*	Ratio	60% AMI	80% AMI	140% AMI
2/2	\$84,400	4.25	\$215,220	\$286,960	\$502,180
3/2	\$84,400	4.75	\$240,540	\$320,720	\$561,260

*As of 4/1/2021

Lofts at Bahama Village GP, LLC will work with Truist Bank on an end loan program for the 16 for-sale condo units. Truist Bank offers low down payment mortgages to make homeownership a reality. Down payment requirements range from 0% for Veteran to 5% for agency loans. Lofts at Bahama Village will work with Catherine Albamonte, a Certified Community Mortgage Specialist and Dale Bittner, the Key West Market President, for Truist Bank on a program that makes the 16 for-sale condo units accessible to qualifying residents.

Following is a preliminary budget summary for the construction of the 102 rental units.

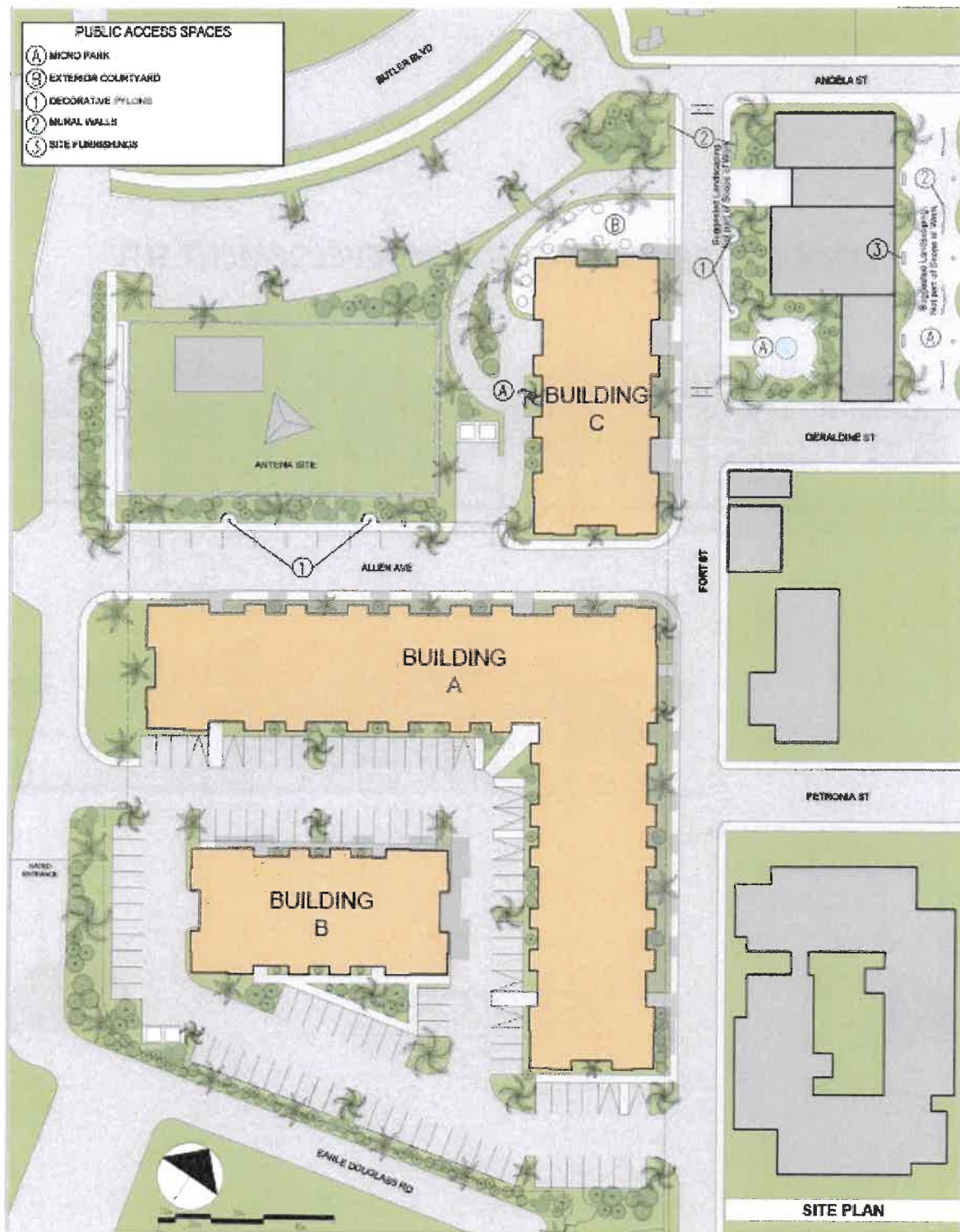
SOURCES		USES	
First Mortgage	\$11,000,000	Construction/Hard Costs	\$26,054,000
FHFC SAIL	5,520,000	Soft Costs	2,423,000
LIHTC Equity	17,084,515	Financing Costs	2,199,690
Deferred Fee	1,915,846	Developer Fee	4,843,671
Total	\$35,520,361	Total	\$35,520,361

Preliminary budget – for-sale units.

SOURCES		USES	
First Mortgage	\$2,995,000	Construction/Hard Costs	\$4,032,000
Member Equity	2,500,000	Soft Costs	923,000
Total	\$5,495,000	Financing Costs	340,000
		Developer Fee	200,000
		Total	\$5,495,000



CONCEPTUAL SITE PLAN





OPTIONAL RENDERINGS FOR REDEVELOPMENT SITE



BUILDING A, NORTH-EAST ELEVATION



BUILDING C, NORTH-EAST ELEVATION





BUILDING B, SOUTH-EAST ELEVATION



BUILDING A & B, SOUTH-WEST ELEVATION





VESTCOR





VESTCOR





VESTCOR





VESTCOR

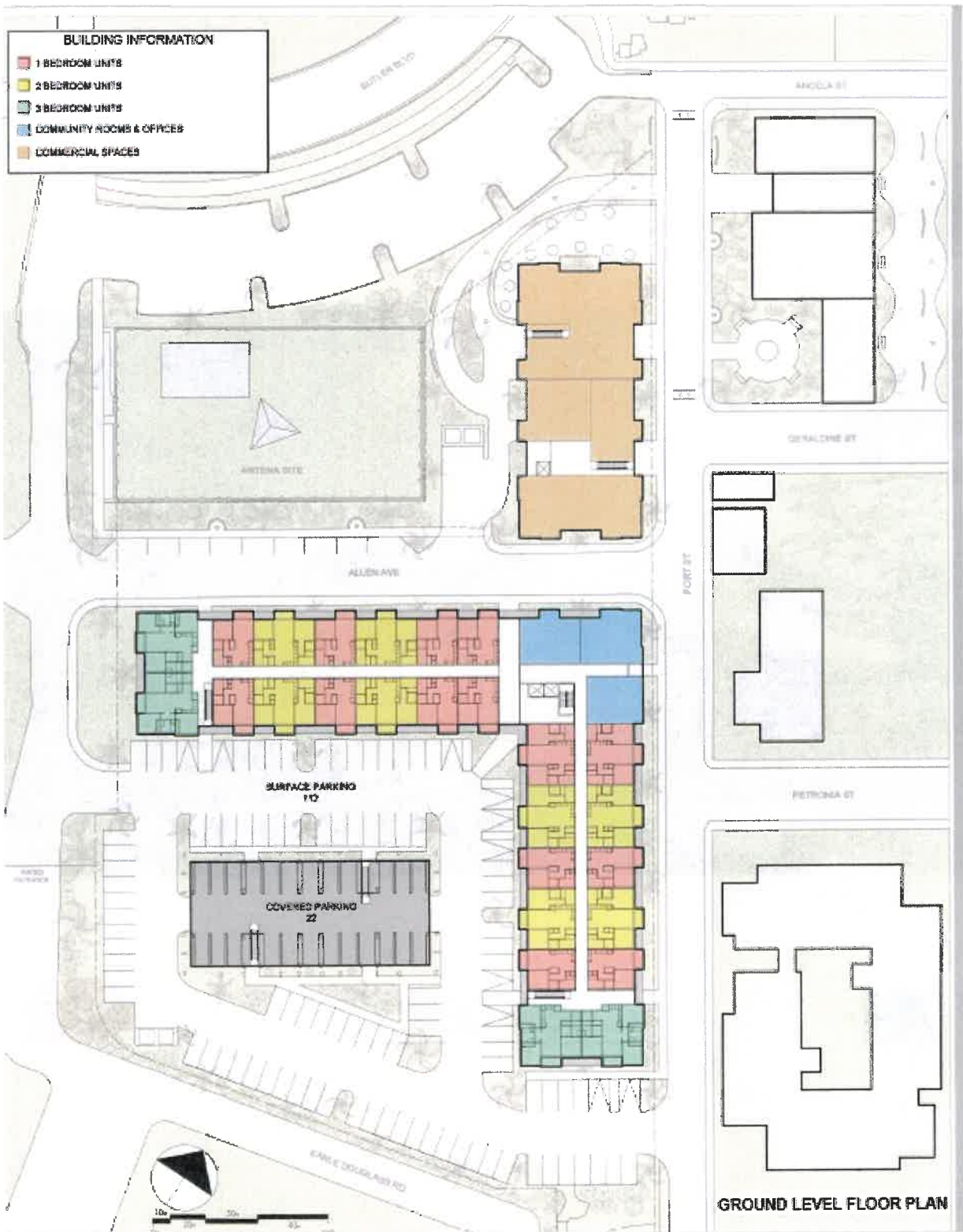




VESTCOR











PROPOSED TIMELINE & BAHAMA VILLAGE MARKETING PLAN

LOFTS AT BAHAMA VILLAGE

Timeline

RFP # 008-21 Due	October 20, 2021
Selection Committee Award	October 27, 2021
City Commission Award	November 16, 2021
FHFC RFA 2022-208 (SAIL Financing for the Construction of Workforce Housing)	Early April, 2022
FHFC RFA 2022-208 Review Committee	Mid-May, 2022
FHFC RFA 2022-208 Board Approval	Late Spring, 2022
Construction Plan Approval	December, 2022
Closing on Financing	January, 2023
Construction Commencement	January, 2023
Preleasing / Pre-sale	October, 2023
Construction Completion	April, 2024

Marketing Plan for Housing

Lofts at Bahama Village will implement a marketing plan that is modeled after the United States Department of Housing and Urban Development's ("HUD") Affirmative Fair Housing Marketing Plan ("AFHMP") that ensures access to the current residents of Bahama Village. AFHMP is a marketing strategy designed to attract renters and buyers of all majority and minority groups, regardless of sex, handicap, and familial status to assisted rental units and sales of dwellings that are being marketed. Affirmative marketing differs from general marketing activities because it specifically targets potential tenants and homebuyers who are least likely to apply for the housing, in order to make them aware of available affordable housing opportunities. 41% of the population of Bahama Village are people of color. Racial inequity, lack of resources, and higher poverty rates exists within Census Tract 9724 in comparison to surrounding Census Tracts with the City of Key West. The AFHMP outlining residency preference, targeted marketing, and waitlist procedures will be made public through a Tenant Selection Plan. The Tenant Selection Plan ("TSP") is a public document outlining tenant selection policies and procedures that include descriptions of the eligibility requirements and income limits for admission. AFHMP and TSP established therein are subject to all applicable federal, state, and local laws Congress and HUD have established various types of preferences outlined in AFHMP's and TSP's in an effort to provide housing to those most in need as referenced in The Fair Housing Act, Civil Rights Act of 1968 Part VIII, and the Code of Federal Regulations (CFR) Title 24 and Section 108.



Lofts at Bahama Village Marketing Plan – Vestcor/A.H. of Monroe County

Targeted Marketing Area

- The targeted marketing area will be Census Tract 9724 (also known as Bahama Village and defined within the Bahama Village Community Redevelopment Sub-Area). A sub-target area will be surrounding areas that have a high concentration of former Bahama Village residents as a result of gentrification. Emphasis will be placed on those residents that are least likely to apply for rental or homeownership units due to race, poverty, and gentrification.

Residency Preference - provides applicants who live in a specific geographic area at the time of application priority over nonresidents.

- Residency Preference for residents currently residing in Census Tract 9724 including households with children to ensure full and fair access to Lofts at Bahama Village. Residency Preference will be continually monitored and evaluated to ensure that it is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a)(1) through a Tenant Selection Plan where anyone is eligible to apply through a prioritized waitlist process for the development.

Marketing Activities

- **Outreach:** AH Monroe will hold informational workshops on the application process to educate households interested in the Lofts at Bahama Village. Topics to be covered include “How to Qualify” and “How to Apply.” The public meetings and workshops will be held at centrally located churches and community facilities beginning once construction begins. Following is a sampling of potential workshop locations.
 - Cornish Memorial A.M.E. Zion Church
 - A.M.E. Bethel Church
 - St. James First Missionary Baptist Church
 - Coral City Elks Lodge
 - Frederick Douglass Gym
 - William Weech American Legion Post 168
 - Martin Luther King Jr. Community Pool & Community Center
- **Printed Materials, Radio, and Social Media:** Workshop dates and locations will be advertised through multiple venues, which may include the following:
 - Bahama Village Voices
 - Keys Weekly
 - Facebook
 - US 1 Radio, Pirate Radio, and other Keys Radio channels.



- **Monroe County Homeless Continuum of Care:** Collaboration with all Monroe County Housing providers, including disbursement of printed materials and information provided at the workshops.
- **Website:** Once awarded, a website will be developed to provide upcoming information about the development timeline, announcements of meetings and workshops, as well as an online waitlist application.
- **Application / Two Prioritized Waitlists: One for Rental and One for Homeownerships):** Lofts at Bahama Village will encourage anyone interested in becoming a resident to apply through the online portal.
 - All waitlist applications within each waitlist will be time and date stamped and sorted based on residency preference and assigned a priority level score given to households outlined within the Tenant Selection Plan and residency preference outlined in the marketing plan within this document. Note the following priority level scoring criteria:
 - Level 1 Score – lives within Census Tract 9724; and Families with Children.
 - Level 2 Score Families with Children residing within the City of Key West.
 - Level 3 Score Single Household residing within the City of Key West
 - Level 4 Score – Any Household residing outside of the City of Key West.
 - All applicants will require income eligibility. A Marketing Plan combined with a Tenant Selection Plan are effective to prioritize applications for selection. The waitlist application is the first step in the Tenant Selection Plan it does not guarantee a unit. All applicants will be required to complete an eligibility application based on income and other assets.



PROJECT REFERENCE & CONTACT INFORMATION FOR THE LAST 3 PROJECTS COMPLETED

Most Recent Developments Completed

LOFTS AT MURRAY HILL – JACKSONVILLE (SEPT. 2021)			
Role	Organization	Contact Name	Phone / Email
Lender	TIAA Bank	Eric Loller Vice President	972-350-8186 Eric.Loller@TIAABank.com
Equity Investor	Raymond James Tax Credit Funds	Sean Jones Vice President	727-698-9488 Sean.Jones@RaymondJames.com
Local Government	Jacksonville Housing Finance Authority	Barney Smith, Chair	904-673-6355 barney@smithyoungco.com

THE QUARRY, PHASE III – KEY WEST (AUGUST 2021)			
Role	Organization	Contact Name	Phone / Email
Lender	BB&T	Dale Bittner Market President	305-292-3842 Dale.Bittner@truist.com
Equity Investor	Raymond James Tax Credit Funds	Sean Jones Vice President	727-698-9488 Sean.Jones@RaymondJames.com
Local Government	Monroe County	Roman Gastesi County Administrator	305-292-4441 gastesi-roman@monroecounty-fl.gov

SYDNEY TRACE – JACKSONVILLE (JUNE 2021)			
Role	Lender	Contact Name	Phone / Email
Lender	R4 Capital Funding	James D. Spound President	646-844-0935 JSpound@r4cap.com
Equity Investor	Wells Fargo Community Lending & Investment	Matthew D. Parkhill Managing Director	704-301-0838 Matthew.d.parkhill@wellsfargo.com
Local Government	City of Jacksonville – Housing & Community Development Division	Thomas J. Daly, II, Esq. Chief	904-255-8204 TDaly@coj.net



Additional Completed Developments in Monroe County

THE QUARRY, PHASE I & II – KEY WEST			
Role	Organization	Contact Name	Phone / Email
Lender	BB&T	Dale Bittner Market President	305-292-3842 Dale.Bittner@truist.com
Equity Investor	Wells Fargo Community Lending & Investment	Matthew D. Parkhill Managing Director	704-301-0838 Matthew.d.parkhill@wellsfargo.com
Local Government	City of Key West	Teri Johnston Mayor	305-809-3844 Mayor@cityofkeywest-fl.gov

MARTY'S PLACE – KEY WEST			
Role	Organization	Contact Name	Phone / Email
Lender	BB&T	Dale Bittner Market President	305-292-3842 Dale.Bittner@truist.com
Equity Investor	Wells Fargo Community Lending & Investment	Matthew D. Parkhill Managing Director	704-301-0838 Matthew.d.parkhill@wellsfargo.com
Local Government	City of Key West	Teri Johnston Mayor	305-809-3844 Mayor@cityofkeywest-fl.gov



REQUIRED FORMS & AFFIDAVITS

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

PROJECT NAME: Lofts at Bahama Village

SUBMITTED TO: The City of Key West
1300 White Street
Key West, FL 33040

SUBMITTED BY:
Company Name: Lofts at Bahama Village GP, LLC Corporation X (TVC)
TVC Development, Inc.

Company Website: www.vestcor.com Partnership X (Lofts)

Principle's Name: Clarence S. Moore Individual _____

Principle's Title: Vice President Joint Vent _____

Address 1: 3030 Hartley Road, Suite 310 Other _____
Jacksonville, FL 32257

Address 2: _____

Contact Email: moore@vestcor.com

LICENSING:

State of Florida License No. _____ Expires _____

PROPOSER REFERENCES: List references, including contact name of whom we may call.

Reference List			
Reference	Contact Name	Phone	Email
City of Jacksonville	Thomas J. Daly II	904-255-8204	TDaly@coj.net
Wells Fargo	Matthew D. Parkhill	704-301-0838	matthew.d.parkhill@wellsfargo.com
BB&T	Dale Bittner	305-292-3842	Dale.Bittner@truist.com
Monroe County	Roman Gastesi	305-292-4441	Gastesi-roman@monroecounty-fl.gov

I certify under oath that all the information herein is true.


Signature

State of Florida
County of Duval

Sworn to (or affirmed) and subscribed before me this 18th day of October, 2021

By Clarence S. Moore

(Seal)



Personally Known ☒

Produced Identification _____

Type Produced _____


Signature of Notary

Rebecca L. White
Printed Name

CITY STAFF SELECTION CRITERIA MATRIX

REQUEST FOR PROPOSALS: BAHAMA VILLAGE 3.2 AFFORDABLE
HOUSING PROJECT

Project Number: RFP # 008-21

Firm _____

Date _____

SELECTION/RANKING CRITERIA	POINTS ALLOWED	POINTS EARNED
Proposer's history and experience in performing similar projects (including subconsultant teams) through examples and references.	0-10	
Conceptual site plan that captures all the elements and considerations described in the scope.	0-10	
Proposed rental rate schedule including the unit mix, number of units, income levels served, and flexibility for lower income families. (Reference Section J.)	0-25	
Permanent affordability measures for owners and renters. Marketing plan for existing resident priority.	0-10	
Depth of expertise in historic preservation	0-10	
Financial packaging & Leverage proposal	0-15	
Connectivity, Landscape/streetscape, public art	0-5	
Public participation methodology and expertise	0-5	
Inclusion of Minority and Women Owned Business Enterprises	0-5	
On-site Amenities Proposed	0-5	
Total Points	0-100	

STATE OF FLORIDA)
)
) : SS
COUNTY OF ~~MONROE~~ Duval)

By: Walter A. Mark

18th day of October, 2021.

My Commission Expires:



NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF ~~MONROE~~ Oruval) : SS

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

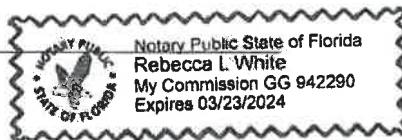
By:

Sworn and subscribed before me this

18th day of October, 2021.

Rebecca L. White
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Bid or Contract No. 008-21 for
Bahama Village "3.2" Affordable Workforce Housing Project
Lofts at Bahama Village GP, LLC
2. This sworn statement is submitted by TVC Development, Inc.
(Name of entity submitting sworn statement)
whose business address is 3030 Hartley Road, Suite 310, Jacksonville, FL
32257 and (if applicable) its Federal
Employer Identification Number (FEIN) is 46-4163994 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)
3. My name is Clarence S. Moore and my relationship to
(Please print name of individual signing)
the entity named above is Vice President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any 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 to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 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 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.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), 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.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)


(Signature)

STATE OF Florida (Date)

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Clarence S. Moore

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the

space provided above on this 18th day of October, 2021.

My commission expires:

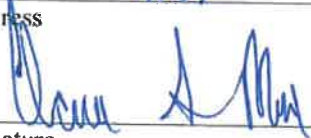
NOTARY PUBLIC



INDEMNIFICATION

To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its Sub-consultants or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONSULTANT's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT or of any third party to whom CONSULTANT may subcontract a part or all the Work. This indemnification shall continue beyond the date of completion of the work.

Lofts at Bahama Village GP, LLC
CONTRACTOR: TVC Development, Inc. SEAL:
3030 Hartley Road, Suite 310,
Jacksonville, FL 32257
Address

Signature
Clarence S. Moore
Print Name
Vice President
Title
10/18/2021
Date

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FL)
) : SS
COUNTY OF Duval)

I, the undersigned hereby duly sworn, depose and say that the firm of Lofts at Bahama Village GP, LLC
TVC Development, Inc. provides benefits to domestic partners of its employees on the same
basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

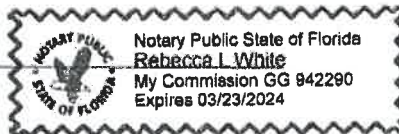
By: [Signature]

Sworn and subscribed before me this

18th day of October, 2021.

Rebecca L. White
NOTARY PUBLIC, State of FL at Large

My Commission Expires:



CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Duval)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Lofts at Bohama Village 6P, LLC have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

[Signature]
(signature)
10/18/21
(date)

Sworn and subscribed before me this

18th Day of October, 2021.

Rebecca L. White
NOTARY PUBLIC, State of FL at Large

My Commission Expires:





ADDENDUM ACKNOWLEDGEMENT



City of Key West
1300 White Street
Key West, FL
33040

ADDENDUM NO. 1

**Bahama Village "3.2" Affordable
Workforce Housing Project
RFP# 008-21**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

QUESTIONS/ CLARIFICATIONS:

1. Is there a digital copy of the site plan (Appendix B) or better, a CADD drawing available for use?

See attachment 11558 (Bahama Village)_C.dwg

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged. All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 1** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Lofts at Bahama Village GP, LLC
TVC Development, Inc.

Name of Business



THE CITY OF KEY WEST
Post Office Box 1109 Key West, FL 33041-1109 (305) 809-3700

Addendum 2 RFP# 008-21

Section I. Pre-Proposal Meeting Questions and Answers (Wednesday, September 22, 2021)

Thank you for your participation in the mandatory pre-proposal meeting. Besides the clarifications provided at the meeting, the following inquiries and responses are provided to all proposers:

- Will there be any extension in time provided for proposers to assemble a team and respond to the RFP?
Unfortunately, this will not be possible.
- Please provide names of Selection Committee/Ranking Committee members. *Names of Selection/Ranking Committee members will be separately released through Demandstar.*
- How soon after the January 18 referendum on site control will the provisions of that referendum take effect?
If the referendum passes, the term of the lease would then be inserted into a document the parties agree upon ahead of the referendum. The next scheduled Commission meeting is likely on the 1st of February where the lease will be considered.
- Please provide a copy of the sign-in sheet. *Previously provided through Demandstar.*
- How many parking spaces for the CHI community health center will be provided at the 918 Fort Street Parking lot?
Eight (8) off-street parking spaces for the CHI community health center at 727 Fort Street will be provided at the parking lot at 918 Fort Street.
- Please provide topographic elevations for the site.
Elevations are depicted in the RFP, Appendix B- Site Survey, and on the City of Key West website under Floodplain Management/Flood Maps/Elevation Maps of Ground Heights.
- What is the total allowed height for the project, is it the number of stories or height over crown of road? Would only 2 ½ stories receive Historic Architecture Review Commission approval or would three stories, and potentially three stories over parking, be an option?

The City of Key West Building Height Exception allows for up to +4 feet above the height maximum for the HNC-4 zoning district, which is 35 feet from crown of the road. This increased elevation doesn't translate into a taller building; only how much higher that building envelope may be elevated due to flood considerations. Absent a referendum, any maximum building height is limited to +40 feet above the nearest crown-of-road. The elevation of grade differs significantly between the north and south side of the site.

The City of Key West is in need of affordable housing and the 3.2 acres is intended specifically for such development. While the Key West Historic Architectural Guidelines establish a two-and-a-half-story cap as



THE CITY OF KEY WEST

Post Office Box 1109 Key West, FL 33041-1109 (305) 809-3700

maximum height within the historic district, staff advises not exceeding two-stories with higher stories set back from the Fort Street frontage. Two-and-a-half-stories as maximum building frontage would be appropriate for any extensions to existing streets, again, with higher stories set back. The City recognizes that the established maximum height towards the center, west and northwest portions of the lot be achieved with more than two-and-a-half-stories, as these will face the park and will not be surrounded by historic buildings, except for the Diesel Plant on the north east. Flat, pitched roofs or a combination of both are acceptable and can assist in the reduction of scale and mass. Proposed parking under a building will not count as a story but it is advisable that this feature be screened from view from the public right of way.

Section II. Additional Emailed Questions to date (Tuesday, September 28, 2021)

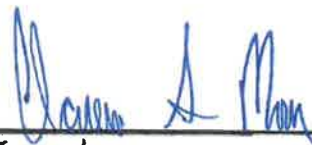
- Mr Bill Schneider emailed the City of Key West on Monday, September 27, 2021, 3:50 p.m.: In speaking to our architect I would like to know what you define your height limit by according to your building department? In the RFP it states 35-feet but we need to know if that is from the plate of the roof, median, or top of roof? This will affect design.

Please reference the City of Key West Code: Sec. 122-1149. - Height.

(a) The term "building height" as used in the land development regulations shall mean the vertical distance from the crown of the nearest adjacent street to the highest point of the proposed building.

[...]

(c) These height regulations may be waived subject to the variance criteria found in [section 90-391](#) in order to accommodate nonhabitable hardware and utility structures typically associated with the principal structure, including spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys, or other appurtenances usually required to be placed above the roof level and not intended for human occupancy or use.


Signature

Lofts at Bahama Village GP, LLC
TVC Development, Inc.
Name of Business



City of Key West
1300 White Street
Key West, FL
33040

ADDENDUM NO. 3

**Bahama Village "3.2" Affordable
Workforce Housing Project
RFP# 008-21**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

QUESTIONS/ CLARIFICATIONS:

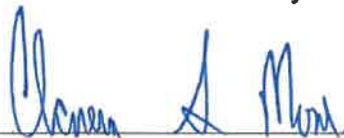
1. At the Zoom meeting it was indicated that the City was going to post a CADD of the "topo" survey to the demandstar site. I do not see that yet?

Response - Addendum 1 and !-A (.dwg format) were uploaded to DemandStar on September 21, 2021.

2. I work for Gorman & Company, an affordable housing developer based out of Wisconsin with operations throughout the country, including Florida. We are currently in the process of responding to the Bahama Village RFP #008-21 and I was hoping you would be able to clarify some documentation. In the Forms and Affidavits, I noticed that some of the notary documents already have information filled out for the State and County of the notary public. As our notary's are based in Wisconsin, this information will not be signed in Monroe County, Florida. Is there a way we can get blank forms, or other actions we can take to make sure this is filled in correctly? I included the Non-Collusion Affidavit for your reference.

Response - In the past, a notary in the proposer's local jurisdiction has sufficed.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged. All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 3** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.


Signature

Lofts at Bahama Village GP, LLC
TUC Development, Inc.
Name of Business



City of Key West
1300 White Street
Key West, FL
33040

ADDENDUM NO. 4

**Bahama Village "3.2" Affordable
Workforce Housing Project
RFP# 008-21**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

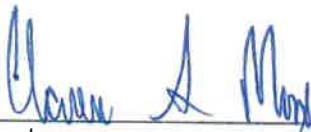
QUESTIONS/ CLARIFICATIONS:

1. For the W/MBE inclusion, is the City looking for inclusion from just the development partner, or will hiring practices throughout the construction period count as well? Also, there is talk about a marketing plan for existing resident priority, what exactly is meant by "existing residents" as there are no residential buildings on the site?

Response - The city wants to foster diversity equity and inclusion throughout all of the development process including members on the development team, local hiring practices, local subcontracting practices, property management, leasing and sales practices, etc.

It is critical that the winning respondent's approach be expressly reflective of solving the housing needs of the existing residents of the Bahama Village neighborhood and more specifically the socially disadvantaged communities of color within the neighborhood.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged. All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 4** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.


Signature

Lofts at Bahama Village GP, LLC
TVC Development, Inc.
Name of Business



City of Key West
1300 White Street
Key West, FL
33040

ADDENDUM NO. 5

**Bahama Village "3.2" Affordable
Workforce Housing Project
RFP# 008-21**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

QUESTIONS/CLARIFICATIONS:

1. Item #2 on the Proposer's Checklist, page 36 of the RFP states "All questions from part V Questionnaire answered." Where is the Part V Questionnaire located within the RFP documents.

Response: Strike out item 2. Scribner's error.

2. RFP mentions "Project references and contact information for the last 3 projects completed." What specific references are you looking for (i.e. local government contacts/references, lender contacts, etc.)?

Response: Please provide the contact name, title, phone and email address for one Local government reference, one Financial sponsor reference and one Property Management reference.

3. In the Public Involvement and Transparency section, page 14 of the RFP, it mentions "A website, along with regular public information releases, are required to ensure full public access to project information throughout the development review, approval, construction, and leasing/sale phases." Does this mean a website needs to be created specifically for this development and set-up/active as of the application due date? Or is it only the strategy that needs to be provided, which includes the creation of a website?

Response: Describe your proposed implementation strategy to meet the objective of providing broad transparency for the public on the project during all phases listed above.

4. Appendix H includes Appendix II to Part 200. Will the development be required to comply with all provisions of Appendix II (i.e. Davis-Bacon) or is this required only if financing obtained by an Applicant requires these provisions?

Response: Yes. Compliance with Appendix H is required. In the event there is a conflicting requirement within the Applicant's lender requirements, upon the city's review and approval, the applicant shall comply instead with the Lender's provision in question.




5. There is a Selection/Ranking Criteria called "Financing packaging & leverage proposal;" however, there is not a section of the RFP that speaks to requirements for this Criteria. It is not included as part of the 10 items requested as part of the Proposal Content. What information is the City looking for as it reviews Financial packaging & leverage proposal.

Response: Please review Proposal Content item #3 and Section I-Eligible Applicant of the RFP for further direction. Narrative must describe how you intend to finance and identify resources you expect to leverage as necessary for your proposed approach to the RFP request.

6. There isn't any discussion within the RFP concerning proposed ground lease terms. Are applicants expected to provide a draft ground lease or will terms of a ground lease be negotiated after selection of a developer?

Response: No. City staff along with its housing consultants and the city's legal department will prepare and provide a ground lease for execution to the winning respondent.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged. All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 5** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Lofts at Bahama Village GP, LLC
TVC Development, Inc.

Name of Business

MEETING SIGN-IN SHEET

Project:	Bahama Village 3.2 Affordable Workforce Housing Project	Meeting Date:	September 22, 2021
Facilitator:	City of Key West	Place/Room:	City Hall 1300 White Street

Name	Company	Phone	E-Mail
Terri Hill	Habitat for Humanity	306-699-8358	
Kristina Welburn	Habitat for Humanity	305-295-0136	
Joe Walsh	Keys Community		tropicalsoup1@gmail.com
Heather Carruthers	K2M Design		hcarruthers@k2mdesign.com
Devon Ayers	K2M Design		dayers@k2mdesign.com
Chris Vazquez	Florida Keys Electric Inc		cvazquez@flkeyselectric.com
Jim Spears	Florida Keys Electric Inc	1-321-474-1927	
Patti McLauchlin	City of Key West		
Katie Halloran	City of Key West		
Steve McAlearney	City of Key West		
Dorian Patton	City of Key West		
Joel Reeves	Gorman & Company		
Steve Markey	Slim Engineering		
Nicole Rojo	Landmark Development Corp		
Bart Smith	Vestcor Companies Inc		
Bill Schneider	Turnstone Development Corp		
Mary Lou Eisenhauer	Turnstone Development Corp		
Michael Hartman	Turnstone Development Corp		
Debbie Blinderman	Affordable Housing Consulting		

Name	Company	Phone	E-Mail
Jonathan Parris	Check Electric/ Protech Connections	Chamber of Commerce	
Jonathan Aslmue	Gorman Company		
Jeffrey Sharkey	Capital Alliance Company		
Ryan Hoover	Vestcor		
Steve Kirk	Rural Neighborhoods Inc		
Aldo Minozzi	PQH Group Design		
Wayne T Meyer	New Jersey Community Capital		
Brian Ramsey	Cross Architects		
Geoff Harlan	Blue Sky Communities		
Juanita Jones	Florida Housing Coalition		
Scott Pridgon	AH Monroe		
Jeff Crum	Community Asset Corp		
John Myer	New Jersey Capital Nonprofit		
Debbie Batty	Habitat for Humanity		
Jeff Carney	University of Florida		
Barbara Olivia	Dela Services		
Jeff Harlan	Blue Sky Communities		
Shawn Wilson	Blue Sky Communities		

Name	Company	Phone	E-Mail
D Swift			
Burt Bender	Bender & Associates Architects		bbender@benderarchitects.com

Highlighted names were in person in city hall.



 Signature

Lofts at Bahama Village GP, LLC
 TVC Development, Inc.

 Name of Business



LOFTS AT BAHAMA VILLAGE

CITY OF KEY WEST CITY COMMISSION MEETING

November 16, 2021



VESTCOR



DEVELOPMENT TEAM

ENTITY	ROLE
Vestcor/TVC Development, Inc.	Developer / Partner
Charley Toppino & Sons, Inc.	Site Contractor / Partner
A.H. of Monroe County, Inc.	Property Management / Partner
Smith Hawks, P.L.	Legal Counsel
PQH Group Design, Inc.	Architect
Marino Construction Group, Inc.	General Contractor
Michael Flaugh Landscape Architect, P.L.	Landscape Architect

VESTCOR



SMITH/HAWKS
ATTORNEYS AT LAW



LOFTS AT BAHAMA VILLAGE

VESTCOR

DEVELOPMENT TEAM EXPERIENCE

- ▶ In business for 38 years, developer/owner/operator
- ▶ Developed or acquired over 16,000 multifamily rental units
 - ▶ Over 9,000 affordable/workforce units
 - ▶ Approximately 7,000 market rate (apartments/student housing/luxury senior)
- ▶ Developed over 1,100 for sale condo units
- ▶ 29 competitive awards (3,239 units) from FHFC over last 7 years
- ▶ Developed 4 communities, 312 affordable/workforce units, in lower keys since 2019
 - ▶ Marty's Place - 47 units
 - ▶ Quarry Phase 1 - 96 units (own and operate)
 - ▶ Quarry Phase 2 - 112 units (own and operate)
 - ▶ Quarry Phase 3 - 57 units (own and operate)
- ▶ Developing 1 community, Coco Vista, 109 affordable/workforce units, in Marathon (will own and operate)
- ▶ Experience working with historic neighborhood groups



LOFTS AT BAHAMA VILLAGE

SITE PLAN

Building A - Residential (For-Lease)

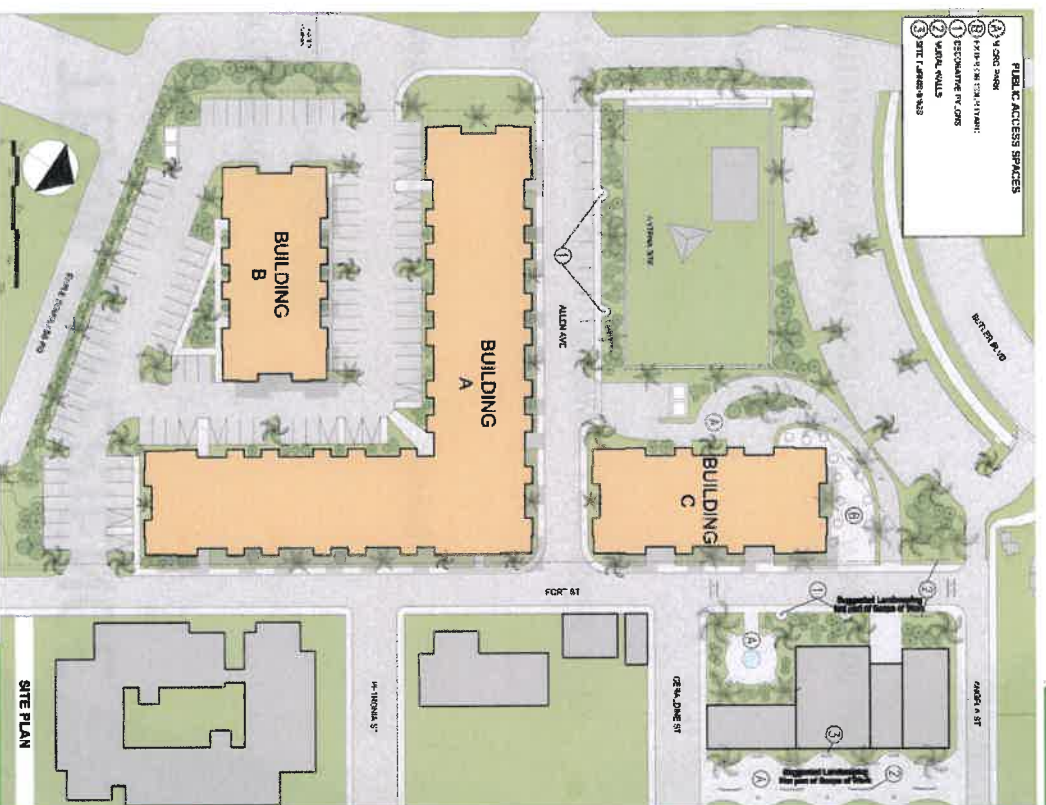
Unit Type	# of Units	Unit Size
1 BR / 1 BA	33	640-762 sf
2 BR / 2 BA	36	900-1,022 sf
3 BR / 2 BA	9	1,096 sf

Building B - Residential (For-Lease)

Unit Type	# of Units	Unit Size
1 BR / 1 BA	8	640-762 sf
2 BR / 2 BA	8	900-1,022 sf
3 BR / 2 BA	8	1,096 sf

Building C - Mixed Use (Commercial & Residential For-Sale)

Unit Type	# of Units	Unit Size
Commercial	multiple	9,000 sf Total
2 BR / 2 BA	12	900-1,022 sf
3 BR / 2 BA	4	1,096 sf



LOFTS AT BAHAMA VILLAGE

DEVELOPMENT OVERVIEW

LOFTS AT BAHAMA VILLAGE - SUMMARY

AMI	25%	60%	80%	120%	140%	Total
Units	11	42	36	21	8	118
% of Total	9.3%	35.6%	30.5%	17.8%	6.8%	100%

	1 BR / 1 BA					2 BR / 2 BA					3 BR / 2 BA				
Median Income %	25%	60%	80%	120%	25%	60%	80%	120%	140%	25%	60%	80%	120%	140%	Total
Units	4	17	12	8	5	19	18	9	5	2	6	6	4	3	118
	41					56					21				



FINANCING STRATEGY

For-sale condo units and commercial

- ▶ Privately financed by partners of the owner
- ▶ Financing is secured, ready to break ground

For-rent affordable/workforce apartment units

- ▶ FHFC financing to include 9% LIHTC and workforce SAIL (FHFC RFA 2022-208)
 - ▶ Quarry Phase 1, 2, 3 and Coco Vista funded under same FHFC workforce program
- ▶ Traditional construction and permanent debt



DESIGN CONCEPT

- ▶ Create interconnectivity with Truman Waterfront Park and Bahama Village
- ▶ Build commercial space at the corner of Fort St. and Angela Ave. to be catalyst for future redevelopment of Diesel Plant
- ▶ Incorporate streetscape and public art to create neighborhood feel
- ▶ Use of pastel colors and other colors recommended by HARC
- ▶ Inspired by architectural styles found in the Keys.
- ▶ The Development team will listen to public input from the City, HARC, and Bahama Village residents before finalizing the design



LOFTS AT BAHAMA VILLAGE



AERIAL VIEW

BAHAMA VILLAGE
KEY WEST, FLORIDA



POH
CONSULTING
10.18.2021

LOFTS AT BAHAMA VILLAGE



BUILDING A, NORTH-EAST ELEVATION



BUILDING C, NORTH-EAST ELEVATION

BAHAMA VILLAGE
KEY WEST, FLORIDA



POH
GROUP
10/18/2021

LOFTS AT BAHAMA VILLAGE



BUILDING B, SOUTH-EAST ELEVATION



BUILDING A & B, SOUTH-WEST ELEVATION



BAHAMA VILLAGE
KEY WEST, FLORIDA

POH
GROUP
10.18.2021

LOFTS AT BAHAMA VILLAGE

PCL XL error
Error:
Operator:
Position:
IllegalOperatorSequence
ReadImage
4310

Request for Proposals



RFP # 008-21

BAHAMA VILLAGE “3.2” Affordable Workforce Housing Project

September 15, 2021

MAYOR: TERI JOHNSTON

COMMISSIONERS:

GREG DAVILA

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

CLAYTON LOPEZ

MARY LOU HOOVER

INFORMATION TO PROPOSERS

SUBJECT: REQUEST FOR PROPOSALS RFP NO. 008-21 BAHAMA
VILLAGE “3.2” Affordable Workforce Housing Project

ISSUE DATE: SEPTEMBER 15, 2021

MAIL OR SPECIAL
DELIVERY REPOSSES TO: CITY CLERK
CITY OF KEY WEST
1300 WHITE STREET
KEY WEST, FL 33040

DELIVER RESPONSES TO: SAME AS ABOVE

RESPONSES MUST BE
RECEIVED: OCTOBER 20, 2021

NOT LATER THAN: 3:00 P.M. LOCAL TIME

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PART 1
RESPONSE REQUIREMENTS

A. INTRODUCTION

The City of Key West and its community members seek partners to help realize a long-anticipated community-based affordable housing development at the junction of Fort Street and Petronia Street. This central Bahama Village site functions as a gateway for members of the Bahama Village neighborhood and provides access to world-class Truman Waterfront Park, the Ft. Zachary Taylor State Park, and Atlantic Ocean. This location is already poised to provide significant services to future residents, with the adjacent CHI health center, nearby Frederick Douglass Gym, and future Frederick Douglass Community Center.

B. BACKGROUND

Almost one half (41%) of the population of Bahama Village are people of color. Many residents are multi-generational descendants of Bahamian settlers, and there is a strong connection to the history and culture of the neighborhood. Racial inequity has left this part of the island with a lack of resources and higher poverty rates. The average renter income is \$32,213, (less than 30% of AMI) and median owner income is \$97,171, far lower than other areas of Key West. Bahama Village community members have articulated their strong desire for this project to rectify past racial inequities and provide previously unattainable access to rental and homeownership opportunities.

In recent years, Bahama Village has been subject to gentrification. The City of Key West has a goal of preventing the displacement of its valued residents including those that are either currently living in this neighborhood or have been previously displaced due to socioeconomic factors that preclude their participation in the housing market. Careful consideration of these and other facts provides the underpinning of this Request for Proposals (RFP).

The City's intent for this redevelopment is to stabilize Bahama Village and provide full and fair access to the future opportunities for the existing residents and business owners to enjoy participation in the planned housing and commercial redevelopment. The selected developer will provide a marketing plan that addresses how it will ensure the greatest level of access is provided as a preference to the current residents of Bahama Village. It should also be noted that the City will to the best of its ability require a first right of refusal related to the subsequent resale of any of the for-sale units to ensure the preservation of long-term affordability for the Bahama Village residents.

Toward that end, the City is seeking proposals that strive to meet objectives related to affordable housing options for rental and homeownership outlined in Section J, and to ensure compatible and intelligent planning and design features that honor and enrich the surrounding community, its history, and its historic architecture. Diversity, inclusion, and equity in access to housing, government contracting, and small business development are also highly valued in this process.

The successful proposer will enter into an agreement with the City/LRA in substantial conformity with the RFP & proposer's response.

C. PROPOSAL REQUIREMENTS

General Instructions

1. All proposers must carefully read and examine the Request for Proposal before submitting a proposal. The failure of a proposer to read and examine the Request for Proposal shall be at the proposer's own risk.
2. Proposers are required to submit one hard copy and (2) electronic copies to the City of Key West Clerk's Office at 1300 White Street, Key West, Florida no later than 3:00 P.M., October 20, 2021.
3. Proposals received after the above stated deadline time and date may not be considered. Proposals timely received at the aforementioned time shall be forwarded to the Selection Committee for review.
4. Proposers shall submit proposals via PDF bearing City logo or name at the top or bottom of each page. Proposers shall respond to each question, issue, and technical specification in the order it is requested in this RFP. **Proposal content, not including forms, affidavits, and addenda, may include no more than twenty (20) double sided pages.**
5. Proposal Content responses must contain the following information in the following order:
 1. Cover Letter/Statement of Interest
 2. Table of Contents
 3. Executive Summary/Proposal Narrative
 4. Qualification Statement/Team Experience Overview
 5. Proposed unit mix, including estimated rental and sales prices for unit types, and preliminary total development cost budget
 6. Conceptual site plan and optional renderings for redevelopment site
 7. Proposed timeline and Bahama Village Marketing plan
 8. Project references and contact information for the last 3 projects completed
 9. Required Forms & Affidavits
 10. Addendum acknowledgement
6. Pre-printed advertisements, brochures, and promotional material may be attached as additional information, but shall not serve as a substitute for a specific response. Attachment of brochures instead of the written response request will be grounds for disqualification or devaluation. A simple "yes" or "no" answer alone will not be acceptable unless clearly requested; an explanation shall be provided for each question/issue listed in this response outline.
7. The City requires that proposers' responses to this RFP shall remain in effect for a period of (120) one-hundred-twenty days following the closing date of the RFP, in order to allow adequate time for evaluation, approval, and award of contract. Any proposer who does not agree to this condition shall specifically communicate in its proposal such disagreement to City, along with proposed alternatives. City may accept or reject such proposed alternatives without further notification or explanation.

D. EXPLANATIONS AND CLARIFICATIONS

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Code of Silence, to Donna Phillips, City of Key West Planning Department, at donna.phillips@cityofkeywest-fl.gov.

Proposers are responsible for clarifying any perceived ambiguity, conflict, discrepancy, omission, or other error in the RFP before submitting its proposal. If a Proposer finds any such ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Proposer will immediately notify the above mentioned in writing, through the above contact and request modification or clarification. City, if appropriate, may make modifications or clarifications by issuing a written response to all known Proposers and/or whose names appear as having received this RFP.

E. PRE-PROPOSAL CONFERENCE

A MANDATORY pre-proposal conference will be held at **10:00 a.m. on September 22, 2021**. The Proposers are responsible for any information, statements or requirements discussed at the pre-proposal conference. The location of the conference will be the City Manager's Conference Room on the 2nd floor of Key West City Hall, 1300 White Street, Key West, Florida. Written questions may be submitted for inclusion in the pre-proposal conference until 1 p.m. the previous day to the Project Manager, Donna Phillips. Virtual attendance is permitted for the pre-proposal conference and can be accessed through Zoom:

<https://cityofkeywest-fl-gov.zoom.us/j/83304986623?pwd=dDI2NVRYYlh6cTRib2ZpTzJvdY81Zz09>.

The meeting ID is 833 0498 6623; the meeting passcode is 419786; or, dial in at +1 646 558 8656.

Questions will also be taken from the floor during the conference. Final questions on the RFP will be accepted until 5:00 p.m. EST September 29, 2021. Answers will be provided as soon as possible but no later than October 6, 2021.

F. RFP SCHEDULE

Event	Date
Issuance of RFP	09/15/2021
Pre-Proposal Conference	9/22/2021
Deadline for questions	9/29/2021
Deadline for answers	10/6/2021
Deadline for proposals	10/20/2021
Proposal Evaluation Period	10/20/2021- 10/27/2021
Proposer Selection by Committee	10/27/2021
Final Selection Commission Approval	11/16/2021

G. PROPOSAL EVALUATION

1. Selection Committee

The duties of the Selection Committee will be to review and consider all timely submitted written proposals. The Selection Committee will utilize an evaluation form and rating scale to assess each proposal. Selection of a proposer or proposers may be based on the written proposals, at the discretion of the Selection Committee, and site visits may be used in the final selection process.

2. Process

The proposer should be available in person or via Zoom/telephone during the evaluation process in the event that the Selection Committee has questions. Additionally, proposers may be required to make presentations to the Bahama Village Redevelopment Advisory Committee and/or the Key West City Commission. The Selection Committee will rank all proposals based on the criteria established below. A representative of the City will enter contract negotiations with the selected proposer(s) to obtain a fully executed written contract.

3. Evaluation Criteria

- 1) Quality, clarity, and responsiveness of the proposal in conformance with submission requirements outlined below.
- 2) Capability of providing administrative, professional, and technical resources for the services requested.
- 3) Financial planning capabilities of the proposer.
- 4) Past performance in providing affordable housing developments.

4. Scoring for Proposal

- 1) Proposal responses will be scored using the selection criteria in the section below (H. Selection Criteria) and measured by the quality of answers provided in the Proposal Content.
- 2) The Selection Committee will assign a value score to each proposer response to each question in the Proposal Content and rank proposers accordingly.
- 3) Proposal is limited to a maximum of **20 pages, front and back, not including forms, affidavits, and addenda**, and must adhere to the standards outlined in General Instructions portion of these documents.

5. Final Selection

- 1) The City Commission shall review the Selection Committee's rankings and shall select the winning proposal at their regularly scheduled meeting on November 16, 2021.

H. SELECTION CRITERIA

SELECTION/RANKING CRITERIA	POINTS ALLOWED
Proposer's history and experience in performing similar projects (including subconsultant teams) through examples and references.	0-10
Conceptual site plan that captures all the elements and considerations described in the scope.	0-10
Proposed rental rate schedule including the unit mix, number of units, income levels served, & flexibility for lower income families. (Reference Section J)	0-25
Permanent affordability measures for owners and renters. Marketing plan for existing resident priority.	0-10
Depth of expertise in historic preservation	0-10
Financial packaging & Leverage of proposal	0-15
Connectivity, Landscape/streetscape, public art	0-5
Public participation methodology and expertise	0-5
Inclusion of Minority and Women Owned Business Enterprises	0-5
On-site Amenities Proposed	0-5
Total Points	0-100

I. ELIGIBLE APPLICANTS

Eligible proposers under this RFP may include one entity or a team of several entities, including any of the following: for-profit or non-profit housing developers, joint ventures, resident services providers, or other services agency. Applicants that include several entities should include a lead entity which has demonstrated experience and capacity in the development and management of affordable housing and preferably have successfully completed affordable housing projects of similar size and complexity as the proposed project, within the past fifteen (15) years. Proposers shall provide documentation sufficient to evidence that it has met the requirements enumerated below.

Each proposer responding to this RFP should preferably have within its team direct successful experience in the following areas. Please provide narrative answers in your overview section.

- 1) Experience in the revitalization of neighborhoods and strategies that achieve the prevention of displacement of existing residents.
- 2) Development, construction, and management of affordable housing.
- 3) Experience in site preparation and infrastructure development on similarly situated sites.
- 4) Successfully applying and closing on low-income housing tax credit, Sail, HOME, CDBG-DR or other state and federal housing finance programs administered by the Florida Housing Finance Corporation.
- 5) Real estate development and financing strategies that maximize utilization of scarce affordable housing funding resources.

J. SCOPE OF WORK / PROJECT DESCRIPTION

Affordable Housing Goals

Proposed Unit Reservations by Housing Type and Percentage. The following represents the City's goal to provide the greatest opportunity for the residents of the Bahama Village neighborhood. The City endeavors to focus on housing designed to accommodate its low and moderate-income families. **One hundred percent (100%) of all housing developed under this RFP shall be restricted as affordable work force housing, whether homeownership or rental housing.**

The developer will provide a marketing plan and outreach campaigns aimed to reach the existing minority residents through local groups, community organizations, social media channels, schools, churches, and social clubs to ensure a wide distribution of the announcement of housing availability in the neighborhood.

The following categories represent the City's housing goal for this development opportunity. It should be clear that they are NOT MANDATORY. Proposals that meet or exceed the intent and direction of the reservations schedule below, will be scored higher. The final schedule will be negotiated with firm commitments between the City and the winning bidder. All references made to income/rent limits are to reflect the 2021 Monroe County, Florida, area median income, adjusted for household size, as the basis for calculations (attached as Appendix I).

- **Homeownership units – Up to 30% of the total units to be developed on the site are preferred to be for-sale units.**
 - **100% of the on-site for-sale dwelling units shall be deed restricted in perpetuity for affordable workforce units.**
 - The on-site affordable work force **homeownership units must be deed restricted in perpetuity.** The ownership model must allow for some equity building for owners, while ensuring units remain affordable at the same income level over time.

Desired reservation goals by income category:

- **Up to 20%** of on-site for-sale dwelling units accessible to individuals with a median household income of **60% AMI or less.**
 - **Up to 30%** of on-site for-sale dwelling units accessible to individuals with a median household income of **60%-80% AMI or less.**
 - **Up to 50%** of on-site for-sale dwelling units accessible to individuals with a median household income of **80%-140% AMI or less.**
 - Proposals that incorporate innovative loan products offering flexibility in credit scores and debt to income front and back-end ratios will receive higher weighted ranking.
 - Proposals that show proposed sales prices that require less in total down payment subsidy for the buyers at 80% AMI or below will be scored higher.
- **Rental dwelling units – 70% of the total units to be developed on the site reserved for rental is preferable.**
 - **100% of the new rental dwelling units shall be deed restricted in perpetuity for affordable workforce units.**

Desired reservation goals by income category:

- **At least 50%** of the rental dwelling units must be accessible to individuals with a median household income of **60% AMI or less. 30% of the 50% total to be available at 30% AMI or less.**
- **Up to 30%** of the rental dwelling units accessible to individuals with a median household income of 60%-80% AMI or less.
- **Up to 20%** of the rental dwelling units accessible to individuals with a median household income of **80%-140% AMI or less.**

On-site Amenities

- Proposal scoring/ranking shall prioritize projects that provide on-site resident programs above and beyond the minimum requirements for Florida Housing Finance Corporation funding: after school program for children, adult literacy, employment assistance program, family support coordinator, financial management program, or homeownership opportunity program.

Marketing Plan for Housing

- The selected developer will provide a marketing plan to ensure the greatest level of access is provided as a preference to the current residents of Bahama Village. It should also be noted that the City will, as legally permissible, require a first right of refusal related to the subsequent resale of any of the for-sale units to ensure the preservation of long-term affordability for the Bahama Village residents.

Subject parcel description

- The parcel at 918 Fort Street (Parcel 00001630-000801) is the primary target property for the housing component of this project. A portion of Parcel 00001630-000801 may allow for direct frontage on E. Quay Road/Butler Blvd as depicted in Appendix A, Site Map.
- **Parcel ID** - 00001630-000801, 918 Fort Street, this project may access approximately 3-4 acres within this parcel. A survey of this area is included as Appendix B, Site Survey.

Site Control

- Property within the boundaries of the Bahama Village CRA may be leased for a maximum of twenty (20) years unless otherwise approved through a city-wide referendum. The City supports establishment of site control for its development partner through pursuit of a 50 to 99 year lease as required for financial planning purposes.
- **Note:** Simultaneous with this RFP, the City is reviewing the required referendum procedure to ensure that upon approval by the citizens of Key West, the property will be available through a ground lease for redevelopment.
- **Note:** The 3.2 acre site has been assessed by an environmental management firm and a proposed remediation plan is due shortly. Assessments are attached as Appendix C. The City may investigate its options for obtaining financial resources to ensure the remediation occurs to residential standards. The proposer should acknowledge a willingness to assist the City in locating funding sources for an environmental contingency to cover the costs of remediation should it be necessary.
- **Note:** As explained below, the City may support the pursuit of a referendum to permit structures within this affordable workforce housing project to surpass 35 feet in some areas, if necessary.

Zoning and Site Development Standards

- The City has recently approved a new zoning district for these parcels called the Bahama Village Truman Waterfront Historic Neighborhood Commercial Zoning district (HNC-4). The residential density is forty (40) units per acre. Associated Land Development Regulations for this zoning district are attached as Appendix D.
- Although the height limit for this parcel is thirty-five (35) feet per deed and zoning district, City staff support, at a maximum, three floors of housing above parking, and recognizes the importance of construction in a special flood hazard area, and encourages the proposer to consider federal flood elevation requirements and the City's Special Flood Protection Building Height Exception (Section 122-1149) and associated guidelines. The proposed heights must be compatible with Key West historic district guidelines. City staff support a

graduated height plan with less height adjacent to Fort Street and higher structures interior to the parcel.

Connectivity

- Careful consideration of how Bahama Village neighborhood residents will access and utilize this site and connect to adjacent amenities, including the city athletic fields, the Amphitheater, and the Truman Waterfront Park, is critical. Conceptual multi-modal pathway design should demonstrate accommodations for persons of all generations, and may include amenities such as places to sit in the shade, or interactive public art.
- The proposer shall indicate willingness to analyze the feasibility and benefits/drawbacks of extending Petronia Street west through the 3.2 acre site to culminate near the Naval Air Station Key West (NASKW) Truman Annex checkpoint on Evans Street. The proposer may also choose to analyze the feasibility of constructing a new roadway along the southern end of this parcel within the fifty (50) foot setback from the NASKW as primary ingress to the site from the south. These options may include vacation of Allen Street (the street immediately south of the NASKW) telecommunications tower).
- The City of Key West is party to a settlement agreement that requires ingress and egress from the City to Truman Waterfront Park, separate and apart from Southard Street; no proposed closures that would violate required access from the City (or Bahama Village specifically) to the park will be considered as part of this RFP.
- A separate development opportunity is in the planning phase for the adjacent historic “Diesel Plant” structure spanning 100 Angela, 709 Fort Street, and 101 Geraldine. The City anticipates that the history of the historic contributing Diesel Plant structures will be highlighted in some way through their reuse. Preferred responses to this Request for Proposals will contemplate complimentary and cohesive urban design features given the proximity of this housing development to the historic Diesel Plant.
- Fort Street is adjacent to this project area. City staff supports the eventual extension of Fort Street through to Angela Street. This extension would include demolition of the non-original concrete structure attached to the west side of the historic Diesel Plant (RE# 00013950-000000, 00013960-000000, and 00013970-000000) to allow for pedestrian and bicyclist access from Fort Street to Angela Street. This portion of Fort Street will be considered a prime location for outdoor markets, café seating, and community-based events. All structures and uses proposed to front on this portion of Fort Street should be compatible with future civic and/or commercial uses across the street at the Diesel Plant and community events in the ROW.
- Proposals that demonstrate a higher quality connectivity plan will be ranked higher.

Streetscape and Public Art

- The City and Bahama Village community expect a cohesive conceptual site plan. Conceptual street level renderings or, at a minimum, a narrative description of how the project will relate to adjacent streets and structures, are desired. The final site plan design, including landscaping and hardscape, and public art, shall be coordinated with members of the Art in Public Places Advisory Board and staff, as appropriate, and members of the Historic Architectural Review Commission, and Parks and Recreation Board. Projects that incorporate black history, native landscaping, and canopy trees into public art and streetscape design will be ranked higher.

Landscaping

- The City of Key West Code of Ordinances includes landscaping requirements which must be met for this project; these standards include minimum landscaped area, minimum canopy, subcanopy, shrubs, etc. For areas abutting the NASKW, landscaping must comply with deed restrictions to ensure clear sight lines for security purposes.

In addition, proposers that agree to include a skilled landscape architect in their development team to incorporate Complete Street designs into the site plan will be ranked higher. The City and Bahama Village Community expects a high-quality project that incorporates wide sidewalks, street trees, and overall an urban environment that is conducive to walking and bicycling for all generations.

Collaboration with the U.S. Navy

- The subject parcels are adjacent to and abutting the NASKW Truman Annex. There are deed restrictions associated with the subject parcels that include stipulations including maximum height and setbacks from the Truman Annex and the NASKW telecommunications tower parcel. The contact person is Karen Taporco, Community Planning and Liaison Officer, Naval Air Station Key West, office 305-293-2633; cellular 305-304-4424; email karen.taporco1@navy.mil.

Access to Opportunities

- Proposals that include Minority and Women- owned Business Enterprises (MWBE) are highly desirable.

Public involvement and Transparency

- The proposer must include a public participation strategy for this redevelopment project. The strategy must include public meetings, beyond required Boards and Commissions, at critical junctures in coordination with City staff. The proposer should demonstrate expertise in synthesizing public input and incorporating key components into site design and property amenities. A website, along with regular public information releases, are required to ensure full public access to project information throughout the development review, approval, construction, and leasing/sale phases.

K. OTHER SCOPE REQUIREMENTS

- The City of Key West City Commission, the Bahama Village Redevelopment Advisory Committee (BVRAC), and the community require affordable housing as the central component of this redevelopment project.
- The RFP response should clearly acknowledge that the subject parcel is located within the local Key West Historic District. Project architecture and site design that is harmonious and compatible with the Key West Historic District and can meet the adopted Historic Preservation Guidelines is a mandatory component of this project.
- The proposed site design must be cohesive and compatible with adjacent property uses, must demonstrate good connectivity and ease of access, and must compliment design features of contributing structures in the immediate vicinity of the site as per Historic Preservation Guidelines. Building mass and scale and architecture must be reviewed with City of Key West Historic Preservation staff at the conceptual and final design phases to ensure compliance with adopted Historic Preservation Guidelines.
- In conjunction with the winning developer, the City of Key West would support applications to procure federal, state and or local government subsidy for both rental and homeownership units for this project.

L. INSURANCE REQUIREMENTS

1.0 **GENERAL INSURANCE REQUIREMENTS:**

- 1.01 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on the Contractor's Liability policies with the exception of the Contractor's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.

- 1.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).
- 1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- 1.07 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.
- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.

- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.
- 1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

2.0 SPECIFIC INSURANCE COVERAGES AND LIMITS:

- 2.01 All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation Employer's Liability	Florida Statutory Requirements
	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

If the Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor will be required to issue a formal letter (on the Contractor's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

Commercial General Liability Insurance shall be maintained by the Contractor on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & Property Damage Liability	\$2,000,000.00 Combined Single Limit each Occurrence and Aggregate
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Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

Business Automobile Liability Insurance shall be maintained by the Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	\$1,000,000.00 Limit Each Accident
Property Damage Liability	\$1,000,000.00 Limit Each Accident

or

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
--	--

If the Contractor does not own any vehicles, this requirement can be satisfied by having the Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

Builders Risk Insurance shall be maintained by the Contractor. Coverage should be provided on an "All Risk" basis to include the perils of Flood and Wind. Coverage must extend to all materials stored at the construction site that is intended to be included in the completed structure. Coverage should be provided on a "Completed Value" basis. The minimum acceptable limits for this coverage shall the Full Replacement Value of the completed structure. **City shall be designated as the "Loss Payee" on the policy.** As Certificate of Occupancies (CO) are issued Fire and Allied Property Insurance (as specified below) must be maintained on all completed units.

Architect Legal Liability Insurance shall be maintained by the Contractor which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of activities governed by this Agreement. The minimum acceptable limits of liability shall be \$1,000,000 per Occurrence and \$2,000,000 Annual Aggregate. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

Fire and Allied Property Insurance shall be maintained by the Contractor on all completed units when Certificates of Occupancies (CO) insuring all improvements located on Premises owned by City. Coverage shall be provided on an “All Risk” basis to include the perils of Wind and Flood. The minimum acceptable limits shall be the full Replacement Value of the improvements located on property owned by City. **City shall be designated as the “Loss Payee” on the policy.**

PART 2

FORMS AND AFFIDAVITS

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

PROJECT NAME: Bahama Village Redevelopment

SUBMITTED TO: The City of Key West
1300 White Street
Key West, FL 33040

SUBMITTED BY:

Company Name: Corporation _____

Company Website: _____ Partnership _____

Principle's Name: _____ Individual _____

Principle's Title: _____ Joint Vent _____

Address 1: _____ Other _____

Address 2: _____

Contact Email: _____

LICENSING:

State of Florida License No. _____ Expires _____

PROPOSER REFERENCES: List references, including contact name of whom we may call.

Reference List			
Reference	Contact Name	Phone	Email

I certify under oath that all the information herein is true.

Signature

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2021

By _____

(Seal)

Signature of Notary

Personally Known _____

Produced Identification _____

Type Produced _____

Printed Name

CITY STAFF SELECTION CRITERIA MATRIX

REQUEST FOR PROPOSALS: BAHAMA VILLAGE 3.2 AFFORDABLE
HOUSING PROJECT

Project Number: RFP # 008-21

Firm _____

Date _____

SELECTION/RANKING CRITERIA	POINTS ALLOWED	POINTS EARNED
Proposer's history and experience in performing similar projects (including subconsultant teams) through examples and references.	0-10	
Conceptual site plan that captures all the elements and considerations described in the scope.	0-10	
Proposed rental rate schedule including the unit mix, number of units, income levels served, and flexibility for lower income families. (Reference Section J.)	0-25	
Permanent affordability measures for owners and renters. Marketing plan for existing resident priority.	0-10	
Depth of expertise in historic preservation	0-10	
Financial packaging & Leverage proposal	0-15	
Connectivity, Landscape/streetscape, public art	0-5	
Public participation methodology and expertise	0-5	
Inclusion of Minority and Women Owned Business Enterprises	0-5	
On-site Amenities Proposed	0-5	
Total Points	0-100	

ANTI-KICKBACK AFFIDAVIT

[illegible]

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this

_____ day of _____, 2021.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

[illegible]

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: _____

Sworn and subscribed before me this

_____ day of _____, 2021.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Bid or Contract No. _____ for

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

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 sworn statement.)
3. My name is _____ and my relationship to
(Please print name of individual signing)

the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any 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 to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 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 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.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), 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.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND (Please indicate which additional statement applies.)

___ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

STATE OF _____ (Date)

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the

space provided above on this _____ day of _____, 2021.

My commission expires:
NOTARY PUBLIC

INDEMNIFICATION

To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its Sub-consultants or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONSULTANT's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT or of any third party to whom CONSULTANT may subcontract a part or all the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: _____

SEAL:

Address

Signature

Print Name

Title

Date

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: _____

Sworn and subscribed before me this

_____ day of _____, 2021.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

City Ordinance Sec. 2-799
Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
 - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
 - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
 - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
 - (8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.

- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
 - (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
 - (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
 - (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created or is being used for evading the requirements of this section.
 - (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
 - (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
 - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
 - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
 - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
 - (2) The city may terminate the covered contract; or
 - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
 - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
 - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.

- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, the acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
 - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
 - a. The covered contract is necessary to respond to an emergency.
 - b. Where only one bid response is received.
 - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

CONE OF SILENCE AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

(signature)

(date)

Sworn and subscribed before me this

_____ Day of _____, 2021.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

City Ordinance Sec. 2-773. - Cone of silence.

- (a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
 - (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
 - (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
 - (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
 - (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
 - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
 - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
 - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
 - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
 - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
 - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
 - (3) Oral communications at duly noticed pre-bid conferences;
 - (4) Oral presentations before publicly noticed evaluation and/or selection committees;

- (5) Contract discussions during any duly noticed public meeting;
 - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
 - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
 - (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;
- (d) *Procedure.*
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
 - (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
 - (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.
- (e) *Violations/penalties and procedures.*
- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
 - (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
 - (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
 - (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
 - (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.
- (Ord. No. 13-11, § 1, 6-18-2013)

PROPOSER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a proposal and is not intended to be all inclusive. It does not alleviate the proposer from the responsibility of becoming familiar with all aspects of these Documents and proper completion and submission of his/her proposal.)

1. All included documents thoroughly read and understood. _____
2. All questions from part V Questionnaire answered. _____
3. Addenda acknowledged. _____
4. Qualification Form filled out. _____
5. Responses submitted in the following order: _____

Proposal Content responses must contain the following information in the following order:

1. Cover Letter/Statement of Interest
 2. Table of Contents
 3. Executive Summary/Proposal Narrative
 4. Qualification Statement/Team Experience Overview
 5. Proposed unit mix and preliminary total development cost budget
 6. Conceptual site plan and example renderings for redevelopment site
 7. Proposed timeline and Bahama Village Marketing plan
 8. Project references and contact information for the last 3 projects completed
 9. Required Forms & Affidavits
 10. Addendum acknowledgement
6. Proposer familiar with federal, state, and local laws, ordinances, rules, and regulations affecting performance of the work. _____
 7. Proposal submitted in sealed envelope and addressed and labeled in conformance with the instruction in the RFP. _____

Exhibit “A”

SITE MAP



The 3.2 acre site may include portions of the parking area depicted above, depending on review and approval of proposed site plans and uses. There shall be no net loss of parking. The project shall not include the .43 acre “Tower Parcel”, which is owned by the federal government.

