Helping Seniors Live Well at Home

AREA AGENCY ON AGING OF PASCO-PINELLAS, INC.

9549 Koger Blvd N, Suite 100

St. Petersburg, Florida 33702

REQUEST FOR PROPOSALS

FOR

AFFORDABLE SENIOR HOUSING DEVELOPER

PASCO COUNTY, FLORIDA

November 2, 2026

Date: November 2, 2026

Project Title: Affordable Senior Housing Development — Congressman Gus Bilirakis Senior Housing, Pasco County, Florida

Delivery Date/Time: January 6, 2027, at 3 p.m. Eastern Time

To: All Qualified Developers

Subject: Request for Proposals for Affordable Senior Housing Developer

The Area Agency on Aging of Pasco-Pinellas, Inc. ("AAAPP") herein solicits proposals from experienced affordable housing developers ("Developers") to design, finance, construct, own, and permanently manage an approximately 80-unit affordable senior housing development on land in Pasco County, Florida, that AAAPP holds under a purchase option and intends to acquire. AAAPP has secured funding for the purchase, with closing anticipated on or before May 17, 2027. Following acquisition, AAAPP intends to retain ownership of the land, to ground lease the housing parcel to the selected Developer's ownership entity for a term of ninety-nine (99) years, and to participate in the long-term economics of the development.

Each Developer shall submit one (1) unbound hard copy, three (3) additional hard copies, and one (1) digital PDF of its Proposal to the Area Agency on Aging of Pasco-Pinellas, Inc

Attention: Ann Marie Winter, Executive Director, 9549 Koger Blvd N, Suite 100, St Petersburg, Florida 33702. Proposals will be accepted until 3 p.m. Eastern Standard Time, January 6, 2027.

Proposals must be clearly marked — "Request for Proposals Affordable Senior Housing Developer."

Any Proposal received after the specified time and date will not be considered. All Proposals must be received by AAAPP at the address listed above on or before the specified time and date. THERE WILL BE NO EXCEPTIONS.

By submission of a Proposal, the Developer agrees, if its Proposal is selected, to enter into a Memorandum of Agreement and subsequently definitive agreements with AAAPP to perform all services as specified or indicated in this RFP and in its Proposal. Proposers further accept all of the terms and conditions of this RFP.

Questions regarding this RFP should be directed to Victoria Giambrone, Executive Assistant at victoria.giambrone@aaapp.org.

A Bidders Conference will be held on TEAMS

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/243898264693426?p=x9hw53zHy0xvnhhK1R

Meeting ID: 243 898 264 693 426
Passcode: AX3wX7vs

at 11:30 a.m. Eastern Time on November 18, 2026. Although not mandatory, it is strongly recommended that all interested Proposers attend.

Proposals should be prepared in accordance with the instructions contained within this RFP and shall remain valid for ninety (90) days. Proposals shall be evaluated by a selection team consisting of but not limited to AAAPP staff, members of the AAAPP Board of Directors and Advisory Council, and Dominium in accordance with the evaluation factors set forth in this RFP and according to AAAPP's procurement policies and procedures. AAAPP reserves the right to request additional information concerning any and/or all Proposals received. NOTE: AAAPP reserves the right to reject any or all Proposals if such action is in the best interest of AAAPP, and to waive and/or require correction of any and all informalities and minor irregularities. AAAPP reserves the right to cancel this solicitation for any reason it deems to be in the best interest of the AAAPP.

Sincerely,

Ann Marie Winter
Executive Director,
Area Agency on Aging of Pasco-Pinellas, Inc.

REQUEST FOR PROPOSALS (RFP)

AFFORDABLE SENIOR HOUSING DEVELOPER

The Area Agency on Aging of Pasco-Pinellas, Inc. ("AAAPP") is inviting proposals from experienced senior affordable housing developers to participate in the development activities described herein.

RFP TIMELINE

October 19, 2026	AAAPP Board of Directors review of 2026/2027 Proposed RFP Timeline for the Congressman Gus Bilirakis Senior Housing
October 20, 2026	Request for Proposal Legal Notice published on AAAPP website: REQUEST FOR PROPOSALS (RFP) - Area Agency on Aging Pasco-Pinellas
	Interested Parties Memo distributed
October 21, 2026	Request for Proposal Legal Notice published in Florida Administrative Register
November 2, 2026	RFP available online at REQUEST FOR PROPOSALS (RFP) - Area Agency on Aging Pasco-Pinellas
November 18, 2026	Bidders Conference to be held virtually at 11.30 a.m. Eastern Time

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/243898264693426?p=x9hw53zHy0xvnhhK1R
Meeting ID: 243 898 264 693 426
Passcode: AX3wX7vs

★ **NO INQUIRIES ACCEPTED AFTER COMPLETION OF THE BIDDERS CONFERENCE**

November 20, 2026	Response to inquiries and RFP addenda available online at REQUEST FOR PROPOSALS (RFP) - Area Agency on Aging Pasco-Pinellas
November 30, 2026	Letter of Intent Due (Mandatory)
January 6, 2027	Proposals must be submitted by 3:00 p.m. Eastern Time to:
	Area Agency on Aging of Pasco-Pinellas, Inc.
	Attention: Ann Marie Winter, Executive Director

9549 Koger Blvd N, Suite 100

St. Petersburg, FL 33702

★ **OPENING OF PROPOSALS IMMEDIATELY FOLLOWING**

TBA	Evaluation Committee review of proposal
TBA	Interviews with finalists (if necessary)
TBA	Evaluation Committee review and recommendation
February 22, 2027	AAAPP Board of Directors meeting decision
February 23, 2027	Award Announcement on agingcarefl.org website
TBD	Anticipated execution of Memorandum of Agreement

AAAPP RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS IF SUCH ACTION IS IN THE BEST INTEREST OF AAAPP AND TO WAIVE ANY AND/OR ALL INFORMALITIES AND MINOR IRREGULARITIES. AAAPP RESERVES THE RIGHT TO CANCEL THIS SOLICITATION FOR ANY REASON IT DEEMS TO BE IN THE BEST INTEREST OF AAAPP.

Ann Marie Winter, Executive Director
Area Agency on Aging of Pasco-Pinellas, Inc.

TABLE OF CONTENTS

RFP TIMELINE 4

BACKGROUND 8

SECTION A — THE PROJECT, SITE, AND PROPOSED DEAL STRUCTURE 9

A-1 Notice of Intent 9

A-2 The Site 9

A-3 The Development 10

A-4 Proposed Deal Structure 12

A-5 Funding Context 13

A-6 Term and Exclusivity 16

A-7 Response Due Date 16

A-8 Receipt of Responses 16

SECTION B — SCOPE OF SERVICES AND SUBMISSION REQUIREMENTS 17

B-1 Overview 17

B-2 Statement of Services — The Developer's Role 17

B-3 Project Status — Work Completed to Date 18

B-4 Remaining Work and Key Deadlines 19

B-5 Instructions and Notice to Proposers 19

B-6 Submission Requirements 20

B-7 Terms Confirmed by AAAPP (Not Subject to Developer Proposal) 24

B-8 Special Conditions 25

SECTION C — EVALUATION FACTORS AND SELECTION PROCESS 26

C-1 Evaluation Factors 26

C-2 Proposal Preparation and Submission Outline 26

C-3 Complete and Accurate Submission 27

C-4 Retention 27

C-5 Cancellation and Waiver 27

C-6 Part of the Agreement 27

C-7 Initial Review 27

C-8 Addenda 27

C-9 Protest Procedure 28
SECTION D — FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS 29
D-1 Requirements 29
D-2 Section 3 29
D-3 Environmental Review 30
D-4 Davis-Bacon and Labor Standards 30
D-5 Uniform Relocation Act 30
D-6 Fair Housing, Accessibility, and Non-Discrimination 30
D-7 Other Federal Requirements 30
D-8 State and Local Requirements 31
SECTION E — INSURANCE, INDEMNIFICATION, AND GENERAL CONDITIONS..... 32
E-1 Insurance 32
E-2 Indemnification 33
E-3 Licensing and Compliance with Law 33
E-4 Assignment 33
E-5 Independent Contractor Status 33
E-6 Conflicts of Interest 33
SECTION F — LIST OF ATTACHMENTS 35
EXHIBIT A - DEVELOPER PROFILE FORM 36
EXHIBIT B - REFERENCES 36
EXHIBIT C - SITE INFORMATION AND SUPPORTING DOCUMENTS 40
EXHIBIT D - BIDDERS HEARING PROCEDURE 41

BACKGROUND

The Area Agency on Aging of Pasco-Pinellas, Inc. ("AAAPP") is a private, not-for-profit entity designated by the State of Florida FS 430 as the Area Agency on Aging and Aging and Disability Resource Center for Planning and Service Area 5, serving Pasco and Pinellas Counties. AAAPP plans, coordinates, funds, and monitors a network of services that help older adults and adults with disabilities remain living independently in the community and avoid nursing home placement.

AAAPP was created in 1974 as a result of federal legislation under the Older Americans Act. In its 52-year history, AAAPP has served more than 1,000,000 seniors, caregivers and adults with disabilities and distributed more than $1.35 billion dollars in grants and contracts to its contracted community providers in Pinellas and Pasco counties. AAAPP is one of 611 AAAs that cover every county in the United States.

Affordable housing is among the most acute unmet needs of the population AAAPP serves. In response, AAAPP has secured a purchase option on land, funding to acquire it (with closing anticipated on or before May 17, 2027), and partial funding to develop affordable and safe rental housing dedicated to older adults in Pasco County and is issuing this Request for Proposals ("RFP") to select a qualified development partner.

AAAPP's objective is not to convey land for a single transaction. AAAPP intends to remain a long-term owner of the underlying land, a participant in the ongoing economics of the development, and an involved partner in the oversight of the property for the life of the ground lease. Proposals will be evaluated with that objective in mind.

SECTION A — THE PROJECT, SITE, AND PROPOSED DEAL STRUCTURE

A-1 Notice of Intent

AAAPP is inviting proposals from experienced affordable housing developers to design, finance, construct, own, operate, and permanently manage approximately eighty (80) units of affordable senior rental housing in Pasco County, Florida (the "Development"), on land that AAAPP holds under a purchase option and intends to acquire on or before May 17, 2027, using funding AAAPP has secured for the purchase.

AAAPP has particular interest in Developers with demonstrated experience in the following areas:

- **Affordable Senior Housing Development.** Development and long-term operation of age-restricted affordable rental housing, including familiarity with the design, amenity, service-coordination, and accessibility expectations of an older resident population.
- **Multifamily Development and Financing.** Multifamily development programs including, but not limited to, Florida Housing Finance Corporation ("FHFC") Multifamily Mortgage Revenue Bonds, non-competitive 4% Low-Income Housing Tax Credits ("LIHTC"), HOME Investment Partnerships Program funds, Community Development Block Grant — Disaster Recovery ("CDBG-DR") funds, State Apartment Incentive Loan ("SAIL") funds, State Housing Initiatives Partnership ("SHIP") funds, Federal Home Loan Bank programs, and HUD Community Project Funding.
- **Public-Land and Ground Lease Structures.** Development on land retained in public or non-profit ownership, structured through long-term ground leases, including experience negotiating ground lease terms acceptable to lenders and tax credit investors.
- **Partnership with Public and Non-Profit Sponsors.** Structuring ownership entities that admit a public or non-profit partner, sharing developer fee and cash flow with that partner, and supporting that partner's ongoing role in asset oversight.
- **Special Programs and Compliance.** Compliance with federal cross-cutting requirements applicable to HUD- and CDBG-DR-funded development, including environmental review, Davis-Bacon labor standards, the Build America, Buy America (BABA) Act, Section 3, the Uniform Relocation Act, Fair Housing, and Section 504 accessibility requirements.
- **Property Management.** Long-term operations including LIHTC and HOME compliance, income and rent limits, project-based rental voucher ("PBV") administration, leasing and rent collection, accounting and reporting, and maintenance of senior properties.
- **Tax Credit and Bond Applications.** A demonstrated record of successful tax credit and tax-exempt bond applications, including within the State of Florida, within the past three (3) years.

A-2 The Site

The Development site consists of approximately ten (10) acres in Pasco County, Florida, identified as Pasco County Parcel Identification Number 10-26-16-0020-03200-0000 (the "Site"). The Site carries a Zoning Designation of AC-99.08, AR-1.1, and a Future Land Use designation of RES-6 and is located at the Northwest corner of Rowan Road and Plathe Road, New Port Richey area of Pasco County, Florida 34653. The site is currently in the process of being rezoned to MPUD, and it is expected that the selected Developer will complete the pending rezoning of the Site to Master Planned Unit Development ("MPUD"), including any negotiated conditions, and take over all remaining entitlement work following award.

A portion of the Site — currently anticipated to be approximately three (3) acres — will be subdivided from the balance of the property for the development of a separate senior center. That senior center:

- Will be procured under a separate solicitation issued and administered independently by Pasco County;
- Will be owned and operated by Pasco County;
- Will be situated on its own subdivided parcel, distinct from the AAAPP housing parcel.

This RFP covers the housing component only. The balance of the Site — currently anticipated to be approximately 7 acres — will be retained by AAAPP for the Development.

Site infrastructure, including but not limited to stormwater management, access drives, and utility connections, is expected to be shared across the housing, senior center, and any remaining parcels. The selected Developer will serve as the master developer of the site and will be responsible for subdividing the ten (10) acre parcel and for developing a civil site plan for the full ten (10) acres, including utilities, lighting, water, stormwater, sewer, roadways, and related infrastructure, coordinated with Pasco County and its senior center developer. The cost of that work is expected to be pro-rated to each parcel/site and paid directly by each respective party; AAAPP is not offering a cost-sharing contribution beyond its pro-rata share, and none beyond that should be assumed. Ongoing maintenance of shared infrastructure — including stormwater management and cross-access roadways — is likewise expected to be paid pro rata by each party. A shared-use and cross-access agreement, along with a joint stormwater management agreement, will be contemplated between the selected Developer and Pasco County regarding the housing and senior center sites. Available site information, including survey, title work, environmental reports, and concept site plans, is attached as Exhibit C.

A-3 The Development

AAAPP anticipates a Development with the following characteristics. Proposers may propose alternatives where they can demonstrate a superior outcome but must clearly identify and justify any deviation.

- **Unit count:** Approximately eighty (80) units.

- **Building type:** Three (3) stories, slab-on-grade construction, with elevator service.
- **Universal Design**: All elements suitable for individuals aging in place must be incorporated into the design and build of the Development.
    - Design principles that benefit all ages and abilities. These elements are essential for addressing the growing demand for senior housing and supporting aging in place and Helping Seniors Live Well at Home.
    - Features like zero-step entrances, wide doorways, single-floor layouts, accessible bathrooms with grab bars and tub-free, full walk-in showers.
    - Independent living with optional assistance.
    - Policies that prevent discrimination and ensure fair access.
- **Population served:** Age-restricted affordable senior rental housing, restricted to households age 62+.
- **Unit mix:** 64 one-bedroom and 16 two-bedroom units. The unit composition is approximate and will be agreed upon after developer selection has been finalized.
- **Income targeting:** AAAPP's target income mix is twenty-five percent (25%) of units at or below 30% of Area Median Income ("AMI"), to be designated as PBV units corresponding to the number of PBVs awarded; twenty-five percent (25%) of units at or below 50% AMI; and fifty percent (50%) of units at or below 60% AMI. This mix may be adjusted with AAAPP's written approval based on the proposal and the requirements of the funding sources ultimately used, provided that:
    - Every unit in the Development must be affordable at or below 60% AMI; and
    - For each PBV awarded, the Development must include one unit restricted at or below 30% AMI.

Proposers electing a different mix must explain the rationale, demonstrate that the resulting Development remains financially feasible, and show that the deeper-targeted units remain supportable by PBVs or other subsidy.

- **Affordability period:** The Development must remain affordable for a minimum of ninety-nine (99) years, consistent with the term of the ground lease, notwithstanding any shorter period required by an individual funding source.
- **Project-based rental vouchers:** Preliminary discussions have been held with the Pasco County Housing Authority regarding approximately twenty (20) PBVs. The selected Developer will be responsible for pursuing and securing any such PBVs.
- **Resident services:** AAAPP expects on-site resident services, including an on-site service coordinator, to be provided at the housing property.
- **Design and sustainability:** AAAPP wishes to encourage high-quality architectural design and amenities commensurate with market-rate senior properties in Pasco County, consistent

with applicable state and local ordinances and the requirements of applicable funding programs. The Development is currently pursuing an allocation of CDBG-DR funding, and the CDBG-DR funding application references Energy Star certification. If CDBG-DR funds are awarded, the Developer will be required to design, construct, and certify the Development in accordance with the applicable Energy Star requirements. Apart from that, AAAPP will not require any other specific green building certification; however, the Developer will be required to conform to the green building, energy efficiency, and sustainability requirements of all funding sources contemplated for the Development.

A-4 Proposed Deal Structure

AAAPP will retain fee title to the housing parcel and will ground lease that parcel to the ownership entity formed by the selected Developer. AAAPP intends to share in the economics of the Development — including operating cash flow, developer fee, and refinancing and sale proceeds — but is not prescribing a single fixed mechanism by which that participation must be achieved. Proposers are asked to propose the structure and the specific economic splits they believe make the most sense given the Development's financing.

AAAPP currently anticipates a structure along the following lines:

- **Land ownership and ground lease.** Title to the land will be held by AAAPP, which intends to acquire the parcel with funding available to it and to lease the housing parcel to the ownership partnership under a ninety-nine (99) year ground lease. Annual ground rent is expected to be One Dollar ($1.00) per year, or such other nominal amount as may be required for the ground lease to be valid and enforceable. The Ground Lessee (the ownership partnership established by the selected Developer) will be responsible for all operating expenses, taxes, insurance, and maintenance of the housing parcel and improvements on a triple net basis. Upon expiration or termination of the ground lease, ownership of the improvements reverts to AAAPP.
- **Ownership entity.** The ownership entity is anticipated to be a Florida limited partnership with a general partner and an investor limited partner owned and controlled by the tax credit investor. AAAPP is anticipated to participate in the tax credit partnership, either directly through its own entity or through a special purpose entity that it controls. The structure of the ownership entity, including the general partner, will depend on the ad valorem tax exemption pathway selected for the Development. Regardless of the pathway selected, it is non-negotiable that AAAPP be indemnified against any guarantees or liability it would assume as a result of its participation in the partnership.
- **Cash flow and capital event participation.** Through its partner interest, AAAPP would receive a to-be-determined percentage of operating cash flow distributions and any capital event distributions made under the partnership agreement.

- **Developer fee participation.** The selected Developer will form the project developer entity engaged by the partnership. That entity is expected to contract with AAAPP as a subcontractor to provide certain development services in exchange for a portion of the development fee.
- **Risk allocation.** The Developer will bear full development and economic risk. Predevelopment costs — including rezoning, environmental review, survey, title, and soil borings — are the Developer's responsibility. AAAPP has secured a grant for pre-development expenses, and any balance of that grant budget not spent by AAAPP prior to selection of the Developer will be allocated to the selected Developer on terms to be determined, at AAAPP's discretion. AAAPP will not provide any guarantees. The selected Developer is responsible for obtaining all financing and for all planning, design, and development of the Development, with input from AAAPP as appropriate, and will provide all required construction completion, operating deficit, and tax credit adjuster guarantees.
- **AAAPP involvement.** AAAPP intends to be a meaningfully involved partner during development and in ongoing operational oversight. This is expected to include participation in monthly pre-development team meetings, review **and approval** of design documents at schematic/DD/CD milestones, review **and approval** of final plan of finance, receipt of monthly development reports, annual operating reports, annual budget review, and annual audits, coordination of resident services, and designation of an AAAPP staff liaison.
- **Approval rights.** AAAPP will retain approval rights over the sale or transfer of the Development, refinancing, and the basic economic terms of closing and of the annual operating budget. AAAPP will have approval rights over: removal/replacement of the general partner (or Class B Limited Partner), change in property manager, material change to the scope or unit mix, and any amendment to the partnership agreement affecting AAAPP's interest.
- **Right of first refusal / purchase option.** AAAPP expects to hold a right of first refusal under Section 42(i)(7) of the Internal Revenue Code at the end of the compliance period. AAAPP is flexible as to how sale and refinancing at the end of the compliance period are addressed and invites Developers to propose terms.

Following Developer selection, AAAPP and the selected Developer will memorialize the general business terms in a binding Memorandum of Agreement prior to the transaction being papered at the main financial closing of the Development.

A-5 Funding Context

AAAPP has assembled the following funding to support the Development. Proposers should assume these sources are available as described, subject to the conditions noted, and should identify in their Proposals any additional sources required to close the financing gap.

- AAAPP will secure funding to purchase the ten (10) acre Site. AAAPP will provide the housing parcel to the ownership entity via ground lease, resulting in no land basis cost to the Development.
- The Developer is expected to pursue a non-competitive 4% LIHTC tax-exempt bond transaction.
- The Development should be planned to qualify for an exemption from ad valorem property taxes through one of the following avenues: (i) the Homes for the Aged exemption under Section 196.1975, Florida Statutes, or (ii) the 99-year LURA exemption under Section 196.1978, Florida Statutes. The specific structuring requirements will be determined after the Developer is selected. However, if the Homes for the Aged exemption is pursued, AAAPP must serve as the general partner of the tax credit partnership, and a side agreement must be executed with the selected Developer to indemnify AAAPP against any guarantees or liability it would assume as a result of its role in the partnership.
- HOME funding of $2,000,000 has been allocated for the Development. HOME funds are subject to a four-year construction deadline running from the date of use.
- 2026 HUD Community Project Funding (CPF) funds of $4,000,000 are available and will be split between the construction of the housing and senior center. The share of the award allocated to the housing is 50%, or $2,000,000.
- AAAPP holds a separate $1,200,000 2024 HUD Community Project Funding ("CPF") grant to be used directly for predevelopment and construction costs associated with the Development. Any balance not utilized by AAAPP may remain available to the selected Developer. At this time, the balance expected to be available to the developer is roughly $600,000, though this number is subject to change.
- CDBG-DR funds may be available to the Development in an amount to be determined. AAAPP is applying for this funding for both acquisition and gap funding, and, if awarded, these gap funds will be lent to the development entity, and the acquisition funding will be granted to AAAPP to purchase the land prior to the start of construction. Specific loan terms are to be determined.

Project Funding Available	Amount	Status	Funding Type
HOME Funding	$2,000,000	Allocated for use by the selected developer of the housing project. Four (4) year construction deadline from date of use.	Will be a subordinate loan to the development partnership.
2026 HUD Community Project Funding (CPF) Grant – Shared between Housing and Senior Center	$2,000,000	Earmarked for the combined construction of the senior center and the housing development. $2,000,000 will be allocated to the selected Developer of the housing project. The Developer is expected to invoice AAAPP for eligible predevelopment and construction costs, up to the funding balance available as of the date of Developer selection.	The selected developer will work to structure this funding so that it will not impact LIHTC basis or result in income to the development partnership.
2024 HUD Community Project Funding (CPF) Grant – Housing Specific	$600,000	Appropriated and earmarked for direct use on predevelopment and construction costs associated with the project. Any balance not used by AAAPP will remain available to the selected Developer on terms to be determined. At this time, the balance expected to be available to the developer is roughly $600,000, though this number is subject to change. The Developer is expected to invoice AAAPP for eligible predevelopment and construction costs, up to the funding balance available as of the date of Developer selection.	The selected developer will work to structure this funding so that it will not impact LIHTC basis or result in income to the development partnership.
CDBG-DR Funding	TBD	AAAPP is applying for this funding as a gap-filler source for the housing component, and for acquisition of the land. If awarded, any proceeds not used for acquisition of the subject parcel will be lent to the development partnership. Specific loan terms are to be determined.	This will be a subordinate loan.

Proposers should anticipate that the funding sources identified above — HOME, HUD Community Project Funding (CPF), and CDBG-DR — each carry applicable labor standards, wage determination, reporting, and compliance-monitoring requirements. More information is provided in Section D.

A-6 Term and Exclusivity

AAAPP reserves the right to determine whether or not to proceed with any Developer selected under this RFP. The selected Developer will be granted an exclusive right to negotiate with AAAPP with respect to the Development for a period of ninety (90) days following award, which period may be extended at AAAPP's sole discretion. If a Memorandum of Agreement is not executed within that period, AAAPP may terminate negotiations and proceed with the next-ranked Proposer.

AAAPP further reserves the right to decline to proceed with the Development, and to re-solicit, if in AAAPP's judgment the transaction cannot be structured on terms acceptable to AAAPP.

A-7 Response Due Date

Proposals must be received by 3:00 p.m. Eastern Time on January 6, 2027 to be eligible for consideration. Proposers should make early submission of materials to avoid any risk of loss of eligibility caused by unanticipated delays or other delivery-related problems. Responses received after the deadline will be deemed unresponsive and will be disqualified.

A-8 Receipt of Responses

Each Developer shall submit one (1) unbound hard copy, three (3) additional hard copies, and one (1) digital copy of its Proposal in a sealed package marked "Request for Proposals Affordable Senior Housing Developer". Hard copies shall be submitted in 8½" x 11" format. All submissions must be received at the following address:

Area Agency on Aging of Pasco-Pinellas, Inc.

Attention: Ann Marie Winter

9549 Koger Blvd N, Suite 100

St Petersburg, Florida 33702

AAAPP reserves the right to reject any or all responses.

SECTION B — SCOPE OF SERVICES AND SUBMISSION REQUIREMENTS

B-1 Overview

AAAPP's goal is to have the Development proceed as expeditiously as possible, consistent with the deadlines described in B-4 below. Proposals that demonstrate an ability to complete the Development on the earliest realistic schedule will be favorably received.

This RFP is intended to procure a Developer for the Development. Developers are encouraged to present a complete team, including architect, civil engineer, general contractor, property manager, and any consultants required for the success of the Development.

The selected Developer will prepare a comprehensive development plan and budget and submit the same to AAAPP for review and approval.

B-2 Statement of Services — The Developer's Role

The following will be the responsibility of the selected Developer, subject to AAAPP approval where indicated:

- Complete the pending rezoning of the Site to Master Planned Unit Development ("MPUD"), including any negotiated conditions, and take over all remaining entitlement work following award.
- Complete the subdivision and platting of the Site, through a licensed surveyor, following approval of the rezoning, in coordination with Pasco County and its senior center developer.
- Undertake and complete environmental and geotechnical testing, survey, title work, and an analysis of the condition and availability of utilities serving the Site.
- Prepare a development plan, including site layout, building design, parking, access, and common area facilities, with input from AAAPP.
- Design and construct all applicable site infrastructure and improvements serving the full ten (10) acre Site, including shared stormwater management, coordinated with Pasco County. Any shared infrastructure will be paid for on a pro-rated basis between the selected Developer and Pasco County.
- Obtain all financing required to develop the property, which may include, without limitation, tax-exempt bonds and 4% LIHTC, HOME funds, CDBG-DR funds, HUD Community Project Funding, SAIL, SHIP, Federal Home Loan Bank funds, and conventional debt.
- Structure the ownership entity, including admission of AAAPP's interest, and negotiate documentation acceptable to the lender and the tax credit investor.

- Pursue PBVs for at least 25% of the units with the Pasco County Housing Authority, if available.
- Develop a construction strategy and development implementation schedule and maintain the schedule through completion.
- Work with AAAPP to create detailed development and operating budgets and to expand and update those budgets throughout the development process.
- Provide monthly written reports to AAAPP no later than the 15th calendar day of the month on the progress of development efforts, including work completed, associated costs, schedule status, and budgetary requirements and attend follow up meetings to discuss or clarify any issues and concerns raised in the monthly reports or information gleaned otherwise.
- Oversee the design, construction, and quality control of the Development.
- Procure the general contractor and select or approve subcontractors.
- Obtain all required building permits and zoning and land development approvals.
- Provide all required operating, completion, and financing guarantees to AAAPP, the lender, and the investor. AAAPP will not provide guarantees.
- Comply with all applicable federal cross-cutting requirements, including environmental review under 24 CFR Part 58, Davis-Bacon labor standards where applicable, Section 3, the Uniform Relocation Act, Fair Housing, and Section 504 accessibility requirements, and be responsible for related monitoring, interviews, certified payroll review, and reporting.
- Direct all marketing and lease-up efforts, including any resident preference or referral arrangements agreed between the Developer and AAAPP.
- Provide permanent property management of the Development — including leasing, rent collection, compliance, maintenance, and ongoing operations — either directly or through an affiliated management agent approved by AAAPP.
- Reimburse AAAPP at financial closing for predevelopment costs previously incurred by AAAPP and not already reimbursed through the HUD CPF grant.
- Indicate its requirements with regard to advance funding, compensation, and similar issues. AAAPP is interested in a financial structure that allows AAAPP to participate in a stream of income from the Development. The Developer must demonstrate its financial stability and its ability to provide adequate assurances for completion of the Development.

B-3 Project Status — Work Completed to Date

The following work has been completed or is underway. Proposers should account for this status in their proposed schedules.

- Multiple planning meetings have been held with Pasco County covering project scope, funding sources, and deal structure.
- The HUD Section 58 environmental review process is underway.
- Preliminary planning and zoning discussions have been held with County staff, including Planning and Economic Development and zoning/entitlements staff.
- Site plan concepts are under development, with configurations being evaluated for the housing, senior center, and any future phase parcels.
- Funding sources have been identified and are being pursued as described in Section A-5.
- AAAPP and its pro bono development consultant, Dominium, have begun the MPUD rezoning process.
- Initial discussions have been held with the Pasco County Housing Authority regarding approximately twenty (20) PBVs.

B-4 Remaining Work and Key Deadlines

The selected Developer will be responsible for completing the following:

- Completion of the MPUD rezoning begun by AAAPP and its development consultant.
- Parcel subdivision and platting via surveyor, to occur after rezoning approval.
- Follow through on application for CDBG-DR funding to support gap financing for the housing parcel.
- All remaining entitlement, permitting, and predevelopment work.

Key timing considerations:

- MPUD rezoning process: estimated six (6) to nine (9) months, which may extend depending on negotiated conditions.
- HOME funds: four (4) year deadline to complete construction, running from the date the funds are first used.
- HUD CPF 2024: Must be expended by 08/31/2032.
- HUD CPF 2026: Must be expended by 08/31/2033
- CDBG-DR Allocation: allocation to be determined; to be expended by 08/31/2032.

Target milestones:

- AAAPP Land Closing on or before May 17th, 2027
- Financial closing target date third quarter of 2028

B-5 Instructions and Notice to Proposers

Inquiries. The intent of this RFP is to establish the general scope of services needed and to provide prospective Developers with sufficient information to enable them to submit a responsive Proposal. Every effort has been made to outline requirements and to provide information in a format that is clear and concise. Nevertheless, questions may arise or additional information may be needed. Questions and inquiries regarding this RFP must be submitted in writing (e-mail preferred) before the Bidders Conference to:

Area Agency on Aging of Pasco-Pinellas, Inc.

Attention: Victoria Giambrone

9549 Koger Blvd N, Suite 100

St Petersburg, Florida 33702

E-mail: victoria.giambrone@aaapp.org

All inquiries must be received no later than 11:30 a.m. Eastern Time on November 18th, 2026. Inquiries will also be accepted during the Bidders Conference from attendees. Answers will be provided as written addenda to this RFP and posted on the AAAPP website to all applicants that have requested the RFP, no later than 5 pm Eastern Time on November 20, 2026.

No Proposer shall initiate contact with any member of the AAAPP Board of Directors, AAAPP staff or any person related to this procurement regarding this RFP from the date of the Bidders conference until completion of the selection process. Failure to adhere to this requirement may result in disqualification.

B-6 Submission Requirements

Proposals that do not include all required information may be deemed unresponsive and disqualified. Submissions must comply with the requirements outlined within this RFP, the Statement of Services, and the Developer's Role. No Proposal may be withdrawn for a minimum period of ninety (90) days following the submission deadline without the consent of AAAPP.

Proposals should be organized in the order set forth below, with tabs or bookmarks corresponding to each item. Any written narrative should be less than 5 pages long.

A. **Submission.** One (1) unbound hard copy, three additional hard copies, and one (1) digital copy of the Proposal, submitted to AAAPP marked "Request for Proposals Affordable Senior Housing Developer" by 3:00 p.m. Eastern Time on **January 6, 2027**.

B. **Letter of Intent.** As outlined in the above Timetable, all entities who intend to submit a Proposal in response to this RFP are required to submit a Letter of Intent by November 30, 2026, at 5:00 pm. The Letter of Intent must be submitted via email to victoria.giambrone@aaapp.org. Confirmation of receipt will be provided by AAAPP via email. The letter should state the Developer's understanding of the work to be done, its

commitment to perform the work expeditiously, a brief statement of why the Developer believes itself best qualified for the engagement. Proposals received that did not submit a Letter of Intent by November 30, 2026, at 5:00 pm will not be reviewed or considered any further.

C. Acceptance of Proposals

A public proposal opening will take place immediately following the deadline specified for receipt of proposals, January 6, 2027, at 3:00pm. Proposals received by the AAAPP pursuant to a Request for Proposal in accordance with F.S. 119.071(1)(b) are exempt from public inspection and examination until such time as the AAAPP provides notice of decision or within 30 days after proposal opening, whichever is earlier. If AAAPP rejects all proposals and concurrently provides notice of its intent to reissue the RFP, the rejected proposals remain exempt from the public records requirement until such time that AAAPP provides notice of an intended decision concerning the reissued RFP or until AAAPP withdraws the reissued RFP. A proposal is not exempt from public records of disclosure for longer than twelve (12) months after the initial notice rejecting all proposals. Information that is confidential and/or exempt from public records disclosure will not be produced provided that it is legally required that it not be produced or a specific exemption from disclosure exists as determined solely by AAAPP. If a proposer believes any confidential and/or exempt from disclosure information is submitted in the RFP, it must be clearly marked as such. The determination of whether something is confidential and/or exempt from disclosure remains in AAAPP's sole discretion.

D. Qualifications and Proposal Content. The Developer shall submit the following:

1. **Organizational Structure and Staffing.** A detailed description of the organizational structure and staffing of the Developer. List the members of the Developer's team and indicate their areas of specialization and specific contribution with respect to:
    a. Experience in the development of affordable rental housing;
    b. Experience in the management and long-term operation of affordable rental housing;
    c. Expertise in regulatory compliance, including LIHTC, HOME, CDBG-DR, and HUD requirements;
    d. Expertise in Section 3 compliance; and
    e. Expertise working with federal, state, and local government authorities, including Florida Housing Finance Corporation and Pasco County.

2. **Profile of Principals and Key Staff.** Profiles of the principals and key staff to be involved in the development effort, specifying their roles, existing time commitments, previous development experience, and whether they will be locally based. Identify the individual who will serve as project manager and who will direct and coordinate the Development to completion.

3. **Termination History.** Indicate whether the Developer or any team member has been terminated from a contract or removed from a development, and if so, describe the circumstances and outcome.

4. **Litigation History.** Indicate whether the Developer or any team member has sued or been sued by a public agency, and if so, describe the circumstances and outcome.

5. **Eligibility to Contract. Applicable only if the Developer or any team member has been debarred.** Any Developer that has been debarred from bidding on projects by any federal, state, or local government agency must fully disclose the details of such debarment. Further, any person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or transact business with a public entity in excess of the threshold provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the list.

6. **Previous Development Experience.** Information on affordable rental developments in which the Developer has participated, with emphasis on the four (4) most recently completed developments and on affordable housing developments undertaken in partnership with public agencies or non-profits, including completion timeline. For each, list the project name, location, project size, date selected as developer, completion date or current status, funding sources and amounts, ownership structure, public programs utilized, income levels served, building type, extent of community and resident participation, and total development cost.

7. **Financing Experience.** Describe the Developer's approach to managing the financial risk associated with affordable housing development. Describe the Developer's financing strategy for this Development, including what funds the Developer will commit, what other public and private funds will be necessary, from what sources, and when those funds are likely to be available. Describe the proposed division of work and responsibility between the Developer and AAAPP, and the Developer's requirements with regard to advance funding and compensation. AAAPP is interested in a financial structure that allows it to participate in the financial benefits of the Development.

8. **Property Management Capacity.** Demonstrate the capacity of the Developer or an affiliated or contracted management agent for long-term property management, leasing, and maintenance. Provide documentation of the current property management portfolio, particularly senior and affordable housing, including unit counts and locations. Identify any findings from state or federal compliance monitoring in the past three years and the resolution of those findings.

9. **Team and Delivery Capability.** Identify the architect, civil engineer, general contractor, and property manager relationships proposed for the Development, together with the Developer's approach to completing the remaining rezoning and entitlement work after award.

10. **Capacity and Availability.** Certify that the Developer and all team members are available to start immediately. Describe any existing time commitments of the proposed team members or their staff that could impair the Developer's ability to proceed expeditiously, including other Florida transactions expected to close in the same period.

11. **Financial Statements.** Provide the Developer's current audited financial statements prepared by a Certified Public Accountant, covering the most recent fiscal year, together with evidence of the Developer's capacity to provide the guarantees required by lenders and investors. If the Developer/Applicant is a single purpose entity, provide the audited financial statements of its parent company or principal guarantor entity. AAAPP is subject to Statute 119, Florida's public Records Act. Developers must understand and agree that all documents, materials, etc. in hard or electronic format must be disclosed pursuant to Chapter 119. Unless a specific exemption from disclosure exists, AAAPP is legally obligated to provide access to and disclose all public records.

12. **References.** Provide the name, mailing address, e-mail address, and telephone number of two (2) community partner references, two (2) public agency or housing authority references, two (2) tax credit investor or lender references, and one (1) housing finance agency reference, using Exhibit B. References must verify the Developer's representations. AAAPP reserves the right to check other references.

13. **Certifications.** Provide the signed (and notarized where applicable) certifications and forms attached to this RFP as Exhibits A-B.

14. **Proposed Development Approach and Schedule.** Provide a narrative description of the Developer's methods and strategy for the Development, including unit mix, building design, amenities, resident services, and a detailed development schedule from selection through placed-in-service and stabilization.

Illustrate the approach with descriptions of at least three (3) comparable developments.

15. **Proposed Deal Structure and Economic Participation.** Describe the Developer's proposed structure for AAAPP's participation in the economics of the Development and the proposed economic splits, including:
    a. Percentage of net operating cash flow;
    b. Percentage of the developer fee, and the mechanism by which AAAPP would receive it;
    c. Percentage of refinancing proceeds;
    d. Percentage of sale proceeds and treatment of any Section 42(i)(7) right of first refusal or purchase option;
    e. Proposed AAAPP approval rights and reporting obligations.
16. **Financial Documentation.** Provide:
    a. A sources and uses statement;
    b. A fifteen (15) year pro forma of income and expenses;
    c. A proposed annual operating budget;
    d. A plan for filling any funding gap, including identification of contingent sources;
    e. Treatment of deferred developer fee and a repayment plan for any soft loans, including timing and the percentage of cash flow allocated to repayment; and
    f. A detailed development budget with hard and soft cost detail and contingency assumptions (with understanding that the budget is preliminary at time of submission)
17. **Fee Structure.** Propose the developer fee amount for development activities and the source of payment of such fees, including the total fee, the portion deferred, and the portion allocated to AAAPP.
18. **Exceptions.** Identify any exceptions the Developer takes to the terms described in Section A-4 and Section B-7, and any conditions on which its Proposal is contingent. A Proposal that takes no exceptions will be treated as accepting the terms as stated.

B-7 Terms Confirmed by AAAPP (Not Subject to Developer Proposal)

The following terms are established by AAAPP and are not open to negotiation through this RFP:

- AAAPP retains fee title to the land; the land is made available only through a long-term ground lease.
- The Developer bears all predevelopment costs from the point of selection.
- The Developer bears full economic and development risk on the Development.
- AAAPP retains approval rights over sale, refinancing, and the basic economic terms of closing and the annual budget.
- The Development must remain affordable for a minimum of ninety-nine (99) years.
- The Development must be completed and occupied no later than 08/31/2032.

B-8 Special Conditions

By submitting a Proposal, the Developer acknowledges and agrees to the following:

- All submissions in response to this RFP become the property of AAAPP and become public records as set forth above. Unless a specific exemption exists from disclosure, all documents submitted will be released in response to a public records request. If the proposal includes material which is deemed a trade secret, as defined by Section 688.02, F.S., the following statement should be included in the proposal: "Trade Secret as defined by Section 688.02, F.S., are contained in the proposal and shall not be used or disclosed except for the purpose of evaluating this proposal". In addition, each and every page that contains information the proposer contends contains information that is a Trade Secret as defined by Section 688.02, F.S. or is confidential and/or exempt from disclosure requirements of F.S. 119, must be clearly marked and the specific statute language that applies to/justifies the legal exclusion.
- AAAPP will make no determination as to the adequacy or accuracy of any system, process, procedure, or representation made by any Developer. Selection does not constitute approval of any such systems, processes, procedures, or representations.
- AAAPP reserves the right to waive any irregularities in any submission, to reject any or all Proposals, and to re-solicit, as may be deemed in the best interest of AAAPP.
- The Developer shall not have employed or retained any company or person, other than a bona fide employee working solely for the Developer, to solicit or secure the award resulting from this RFP and certifies that it has not paid or agreed to pay any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award.
- Developers will not be compensated for work or costs related to the preparation and submission of their Proposals. Developers selected for interviews and negotiations will be responsible for all expenses incurred during those processes.

SECTION C — EVALUATION FACTORS AND SELECTION PROCESS

C-1 Evaluation Factors

An Evaluation Committee will evaluate the Proposals received under this solicitation in accordance with the minimum information requirements and the Proposal Preparation and Submission Outline below. The evaluation process will be based on a weighted point system, with each factor's relative weight listed immediately following the factor. AAAPP urges all interested Developers to review carefully the requirements of this RFP.

Written submissions containing the requested information as outlined in Section B-6 will serve as the initial basis for selection of finalists. Each written Proposal has a possible score of one hundred (100) points as set forth in C-2. A short list of finalists will be established based upon the written submissions. Interviews with the finalists may be used to identify the top-rated Developer, using the same point system, and may add up to ten (10) additional points.

All Proposals will be ranked in accordance with this point system, and negotiations will be initiated with the highest-ranked Developer. If negotiations between AAAPP and the highest-ranked Developer fail to produce a mutual agreement, AAAPP will terminate those negotiations and proceed with the second highest-ranked Developer. That process will continue until a mutual agreement is reached or AAAPP elects to cancel the solicitation.

An Evaluation Committee will be selected to review and score proposals.

C-2 Proposal Preparation and Submission Outline

Applicants shall submit Proposals in accordance with the following outline to receive the maximum points (100) under this solicitation. Items not addressed within the Proposal will be given a score of zero (0).

A. Evidence of the Developer's ability to perform the work, as indicated by profiles of the principals, staff, financial capacity, and team experience. (20 points)

B. Demonstrated experience developing affordable and/or senior housing in the State of Florida, and experience with comparable projects of similar size and scope. (25 points)

C. Experience with partnerships with public agencies, housing authorities, or non-profits. (10 points)

D. Financing experience and strategy, including 4% LIHTC bond transactions, HOME, CDBG-DR, and layered federal funding, and the credibility of the proposed sources and uses, pro forma, and gap-filling plan. (10 points)

E. Long-term property management capacity, including senior and affordable portfolio, compliance record, and proposed management approach. (10 points)

F. Proposed deal structure and the value of AAAPP's participation in project economics, including cash flow, developer fee, refinancing and sale proceeds, ground lease terms, and approval rights. (20 points)

G. Firm's capacity, available resources, and ability to meet AAAPP's schedule and funding deadlines, including the HOME and HUD CPF construction deadlines. (5 points)

In person interviews and presentations may be conducted with the top-scoring firms and may add up to ten (10) additional points.

C-3 Complete and Accurate Submission

A Developer's failure to provide accurate information in response to this RFP may disqualify the Developer from further participation in the selection process. Proposals may be corrected, modified, or withdrawn, provided the correction, modification, or request for withdrawal is made by the Developer in writing and received by AAAPP prior to the date and time designated for final receipt of submissions. After that date and time, the Developer may not change any provision of its Proposal in a manner prejudicial to the interest of AAAPP or to fair competition.

C-4 Retention

All submissions are the property of AAAPP and shall be retained by AAAPP. Proposals will not be returned.

C-5 Cancellation and Waiver

AAAPP reserves the right to cancel this RFP or to reject, in whole or in part, any and all submissions received upon its determination that such cancellation or rejection is in the best interest of AAAPP. AAAPP further reserves the right to waive any minor informality in any submission if it is in the public interest to do so. The decision as to who shall receive an award, or whether an award shall be made at all as a result of this RFP, shall be at the sole discretion of AAAPP.

C-6 Part of the Agreement

The contents of the documents submitted by the successful Developer may become part of the Memorandum of Agreement and the definitive agreements, at the sole discretion of AAAPP.

C-7 Initial Review

All responses will be reviewed initially to determine compliance with the format requirements specified in this RFP. Responses that are not complete and accurate, or that do not comply with these requirements, may be disqualified without further review.

C-8 Addenda

AAAPP will endeavor to provide copies of applicable addenda to all potential Developers to whom this RFP has been issued. It is nonetheless the responsibility of each Developer to inquire as to the existence and content of addenda, which shall become part of this RFP and by which all Developers will be bound, whether or not actually received by the Developer.

C-9 Protest Procedure

Bidders Hearing/Protest Procedure can be found in Exhibit D of this document.

SECTION D — FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

D-1 Requirements

Proposers should anticipate that the funding sources identified in Section A-5 — HOME, HUD Community Project Funding (CPF), and CDBG-DR — each carry applicable labor standards, wage determination, reporting, and compliance-monitoring requirements which may include but are not limited to Davis-Bacon prevailing wage provisions, certified payroll submission and review, and Section 3 labor-hour reporting. Proposers should structure their pricing, staffing, and compliance plans accordingly. Examples of some possible requirements are outlined in the following sources, which should be reviewed in conjunction with confirmation from Pasco County and HUD as to their specific applicability to this project:

- Davis-Bacon and HOME Training Manual (HUD Exchange): https://files.hudexchange.info/resources/documents/Davis-BaconandHOME_TrainingManual.pdf
- HUD Factors of Labor Standards Applicability: https://www.hud.gov/stat/fpm/labor-applicability
- HUD Davis-Bacon Related Acts by Program: https://www.hud.gov/stat/fpm/dbls-acts
- CDBG-DR Labor Standards Training Presentation: https://files.hudexchange.info/resources/documents/CDBG-DR-Labor-Standards-Training-Presentation.pdf
- CDBG-DR Guidance and Policy Bulletins (HUD Exchange): https://www.hudexchange.info/programs/cdbg-dr/guidance/
- Economic Development Initiative / Community Project Funding Grants FAQ: https://www.hud.gov/sites/dfiles/CPD/documents/EDI_Community_Project_Funding_Grants_V1_FAQ-2022-05.pdf
- DOL Wage Determinations (SAM.gov): https://sam.gov/content/wage-determinations

D-2 Section 3

The Development is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, and HUD's implementing regulations at 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance are directed, to the greatest extent feasible, to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing, and to businesses that provide economic opportunities to such persons.

The selected Developer and all contractors and subcontractors will be required to comply with applicable Section 3 benchmarks and reporting requirements, and to include the Section 3 clause in every covered subcontract.

D-3 Environmental Review

The Development is subject to environmental review under 24 CFR Part 58. Pasco County is the Responsible Entity, and the review is currently underway for the entire Development. It is expected to be completed by February 2027. No choice-limiting actions may be taken with respect to the Site until the environmental review is complete and, where applicable, the Authority to Use Grant Funds has been received. The Developer is responsible for providing all information reasonably required to complete and, if necessary, update the review, and for complying with any mitigation measures identified.

D-4 Davis-Bacon and Labor Standards

Construction of the Development will be subject to federal Davis-Bacon prevailing wage requirements. Proposers should reflect prevailing wage rates in their construction cost estimates and pro formas. The Developer shall be responsible for compliance with all Davis-Bacon and Contract Work Hours and Safety Standards Act requirements, including obtaining and applying the correct wage determination, conducting employee interviews, reviewing certified payrolls, maintaining records, and reporting. The Developer shall include the applicable labor standards provisions in the general construction contract and in every covered subcontract, and shall be responsible for the compliance of its contractor and all subcontractors.

D-5 Uniform Relocation Act

The Site is understood to be vacant and unoccupied. If any temporary or permanent relocation becomes necessary, the Developer must comply with all provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act and HUD's implementing regulations.

D-6 Fair Housing, Accessibility, and Non-Discrimination

The Developer shall comply with all applicable civil rights and accessibility requirements, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8, Titles II and III of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and the Florida Fair Housing Act. The Development must include the number of accessible and adaptable units required by the applicable regulations, and the Developer shall prepare and implement an affirmative fair housing marketing plan.

D-7 Other Federal Requirements

The Developer shall comply with all other federal requirements applicable to the funding sources used, including without limitation the procurement standards at 2 CFR Part 200, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), debarment and suspension requirements (Executive

Orders 12549 and 12689), the Clean Air Act and Federal Water Pollution Control Act, the Energy Policy and Conservation Act, the Lead-Based Paint Poisoning Prevention Act, the Copeland Anti-Kickback Act, and Section 6002 of the Solid Waste Disposal Act regarding procurement of recovered materials.

D-8 State and Local Requirements

The Developer shall comply with all applicable requirements of the State of Florida, Florida Housing Finance Corporation, and Pasco County, including land development regulations, building codes, the Florida Building Code accessibility provisions, impact fee and concurrency requirements, and any conditions attached to the MPUD approval.

SECTION E — INSURANCE, INDEMNIFICATION, AND GENERAL CONDITIONS

E-1 Insurance

The Developer must carry, or must include a plan to acquire prior to execution of definitive agreements, at minimum the following insurance coverage. Any additional premiums required for this coverage will be at the Developer's expense.

- Professional Liability / Errors and Omissions insurance in the amount of $1,000,000 per occurrence for the Developer and for any other professionals used by the Developer, with respect to negligent acts, errors, or omissions in connection with professional services provided for the Development adding AAAPP as an additional insured.
- Commercial General Liability insurance with a minimum limit of $1,000,000 per occurrence and $3,000,000 aggregate, naming AAAPP as an additional insured on a primary and non-contributory basis with a CG 2010 and CG 2037 for the duration of the statute of repose on a per project basis and a waiver of subrogation in favor of AAAPP with a 30-day notice of cancellation except for 10-day notice for non-payment of premium.
- Workers' compensation insurance with statutory limits as required by Florida law, and employer's liability insurance with limits of not less than $1,000,000 each accident, in each case with a waiver of subrogation in favor of AAAPP.
- Business automobile liability insurance with a minimum combined single limit of $1,000,000 for each accident for bodily injury and property damage, naming AAAPP as an additional insured.
- Umbrella insurance with a minimum limit of $5,000,000 adding AAAPP as an additional insured on a primary and non-contributory basis and a waiver of subrogation in favor of AAAPP. Umbrella must follow the General Liability insurance with a 30-day notice of cancellation except for 10-day notice for non-payment of premium.
- A Builder’s risk policy must be put in place to cover the structure during the course of construction, adding AAAPP as an additional insured. Developer will furnish and pay for Builder’s Risk insurance which will include fire, extended coverage, vandalism and malicious mischief. The subcontractors’ work performed and materials to be incorporated into the project and stored on the jobsite to be covered to the extent of such policy and to the extent allowed by the insurance company for subcontractors’ loss. The maximum liability to subcontractors under the Builder’s Risk insurance shall be for not more than the proportion of any loss which the last reported value of the insured property bore to the actual value of said property at the time of such last report, and in no event for more than actual loss.

The successful Developer shall furnish original Certificates of Insurance evidencing the required coverage in force on the date of the agreement, and renewal certificates for any coverage expiring during the term. Policies shall be written by carriers rated A-VII or better in the current

A.M. Best Key Rating Guide and licensed or authorized to do business in the State of Florida. Each policy shall be endorsed to provide thirty (30) days' prior written notice to AAAPP in the event coverage is substantially changed, canceled, or non-renewed. Insurers shall waive their rights of subrogation against AAAPP. The Developer shall require all subcontractors and sub-subcontractors to carry the insurance required herein or shall provide such coverage on their behalf. Developer/subcontractor/sub-subcontractor shall not have a residential exclusion on their general liability policy.

E-2 Indemnification

The successful Developer will be required to protect, defend, indemnify, and hold harmless AAAPP, its officers, directors, employees, and agents from and against any and all liabilities, losses, penalties, damages, settlements, environmental liabilities, costs, charges, professional fees, and other expenses of every kind, and all actions, suits, judgments, proceedings, and causes of action, arising directly or indirectly out of the acts or omissions of the Developer, its officers, agents, employees, and subcontractors, or the performance of the work. The indemnity obligations will survive the expiration or termination of the resulting agreements.

E-3 Licensing and Compliance with Law

The Developer and its team must possess all licenses required by the State of Florida and by Pasco County to perform in accordance with the scope of services described herein, and shall comply with all laws, ordinances, and regulations applicable to the Development.

E-4 Assignment

The successful Developer shall not assign, transfer, convey, sublet, or otherwise delegate its obligations under the resulting agreements, or any of its rights, title, or interest therein, without the prior written consent of AAAPP, except as expressly permitted in the definitive agreements with respect to the ownership entity and its investor.

E-5 Independent Contractor Status

The Developer is an independent contractor and is not to be considered an employee or agent of AAAPP, and shall not assume any right, privilege, or duty of an employee of AAAPP.

E-6 Conflicts of Interest

The Developer warrants that, to the best of its knowledge and belief and except as otherwise disclosed, it has no organizational conflict of interest with respect to the Development. If the Developer discovers such a conflict after selection, it shall make an immediate and full written disclosure to AAAPP describing the action it has taken or intends to take to eliminate or neutralize the conflict. No member, officer, employee, or board member of AAAPP, and no public official of Pasco County who exercises functions with respect to the Development, shall have any interest, direct or indirect, in the resulting agreements or the proceeds thereof.

SECTION F — LIST OF ATTACHMENTS

The following exhibits are attached to and form part of this RFP:

- EXHIBIT A: Developer Profile Form
- EXHIBIT B: References
- EXHIBIT C: Site Information and Supporting Documents
- EXHIBIT D: Bidders Hearing Procedure

END OF RFP DOCUMENT

EXHIBIT A - DEVELOPER PROFILE FORM

Firm Name

_____

Business Address _____

City / State / ZIP _____

Names and titles of two contact persons:

1. Name / Title / Phone / E-mail _____

2. Name / Title / Phone / E-mail _____

Submittal is for: ___ Parent Company ___ Division ___ Subsidiary ___ Branch Office

Type of firm: ___ Corporation ___ Partnership ___ Limited Liability Company ___ Sole Ownership ___ Joint Venture

Name and address of parent company, if applicable _____

Former firm name(s), if applicable _____

Federal Employer Identification Number _____

Year firm was established _____

State of Florida registration / license numbers _____

AUTHORIZATION

The undersigned, being duly sworn, states that he or she is an authorized agent of the Developer and that the answers to the questions in this Developer Profile Form and all statements contained herein are true and correct.

Signature _____

Printed Name and Title _____

Date_____

NOTARIAL CERTIFICATE

State of Florida

County of_____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____.

☐ Personally known to me OR ☐ Produced identification

Type of identification produced: _____

Notary signature: _____

Printed name of notary: _____

Commission number: _____ Commission expires: _____

[Notary seal]

EXHIBIT B - REFERENCES

Provide the name, mailing address, e-mail address, and telephone number of two (2) community partner references, two (2) public agency or housing authority references, two (2) tax credit investor or lender references, and one (1) housing finance agency reference. References must be able to verify the Developer's representations.

Community Partner Reference #1

Organization _____

Contact person and title _____

Address

_____

Telephone / E-mail _____

Community Partner Reference #2

Organization _____

Contact person and title _____

Address

_____

Telephone / E-mail _____

Public Agency / Housing Authority Reference #1

Organization _____

Contact person and title _____

Address

_____

Telephone / E-mail _____

Public Agency / Housing Authority Reference #2

Organization _____

Contact person and title _____

Address

_____

Telephone / E-mail _____

Tax Credit Investor / Lender Reference #1

Organization _____

Contact person and title _____

Address

_____

Telephone / E-mail _____

Tax Credit Investor / Lender Reference #2

Organization _____

Contact person and title _____

Address

_____

Telephone / E-mail _____

Housing Finance Agency Reference

Organization _____

Contact person and title _____

Address

_____

Telephone / E-mail _____

EXHIBIT C - SITE INFORMATION AND SUPPORTING DOCUMENTS

The following site information is provided to Proposers for reference. AAAPP makes no representation or warranty as to the accuracy or completeness of third-party materials, and Proposers are responsible for their own due diligence.

- Pasco County Parcel Identification Number 10-26-16-0020-03200-0000
- ALTA survey
- Title commitment and exception documents
- Phase I Environmental Site Assessment
- Concept site plan

EXHIBIT D - BIDDERS HEARING PROCEDURE

HEARING/PROCEDURES FOR BID PROTESTS REGARDING PROCUREMENT OF CONTRACTUAL SERVICES

1. Issues Causing Protest. Any person or firm whose substantial interests have been affected adversely by a notice of decision concerning a procurement solicitation award may file a written notice of protest with the contact person listed in the solicitation.

2. Parties. Parties in any Area Agency on Aging of Pasco-Pinellas, Inc. (AAAPP) hearing proceedings are, AAAPP, "protesting party" or "interveners".

(a) Hearing officer shall mean the individual presiding over the hearing. (b) Protesting party shall mean any person or firm whose substantial interests have been adversely affected by a notice of decision of award: (c) Interveners: i. Persons, other than the original parties to a pending proceeding, who have a substantial interest therein and who desire to become parties thereto, may petition the AAAPP for leave to intervene. ii. An intervener shall declare its position and allege sufficient facts in support thereof in its petition to intervene. iii. Petitions for leave to intervene may be filed at any time prior to the termination of the hearing and may be granted at the discretion of the hearing officer.

3. Representation by counsel. A party may be represented by an attorney or may appear on its own behalf.

4. Consolidation. If there are separate matters before the hearing officer which involve similar issues, facts, or identity of parties, they may be consolidated. Any party to a matter before the hearing officer may request it be consolidated with another such matter. The hearing officer may, on the hearing officer's own initiative, order separate matters consolidated.

5. Joinder. If it appears that the determination of the rights of parties in a proceeding before the hearing officer will necessarily involve a determination of the substantial interests of persons or firms who are not parties, the hearing officer may, upon motion of any party of record, or upon the hearing officer's own motion, enter an order requiring that the absent person or firm be notified of the proceeding and be given an opportunity to be joined as a party of record.

6. Pre-hearing conferences. Once a proceeding governed hereby has been commenced, the hearing officer may conduct one or more pre-hearing conferences electronically or in person for the purpose of clarification, settlement, adjustment, stipulation, examination of exhibits and documents to be used in the hearing, exchange of names and addresses of witnesses, or agreements of parties to be submitted to the hearing officer.

(a) The matters accepted by the hearing officer pursuant to this Section shall become part of the record.

7. Filing the Protest. Any person or firm whose substantial interests have been adversely affected by a notice of decision of award must, in the following order:

(a) Serve a written notice of protest upon the contact person listed in the procurement solicitation in writing, within 72 hours of the last and final posting of the notice of decision, as indicated by the AAAPP-developed Procurement Timetable;

i. A notice of protest shall be addressed to the AAAPP; shall identify the procurement by number and title or any other language that will enable the AAAPP to identify it; and shall state that the person or firm intends to protest the decision. The required bond described in Subsection 8 should not be filed with the notice.

ii. The notice must be actually received by the AAAPP before the 72-hour period expires. The notice must be filed at the place designated by the procurement solicitation or, if no such place is designated, the notice must be filed with the AAAPP.

iii. A notice of protest may not be filed before the 72-hour period begins. The 72-hour period begins when notice of a decision is posted at the last and final posting of the notice of decision, as indicated by the AAAPP-developed Procurement Timetable;

iv. The 72-hour period is not extended by service of the notice of protest by mail.

v. If the 72nd hour falls on a Saturday, Sunday or a state observed holiday, then the last hour for service shall be the same hour on the next day, which is not one of the above.

(b) Within ten (10) calendar days after the notice of intent to protest is filed, the protesting party must file a formal written notice of protest with the contact person listed in the bid solicitation. The formal written protest is a petition that states with particularity the facts and law upon which the protest is based, contains the information specified in Section 9 and is substantially in the form set out in Exhibit A. If the formal written protest is filed in proper form within the 72-hour period for filing a notice of protest, the formal written protest will also constitute the notice of protest, and all time limits applicable to a notice of protest are waived and time limits relative to formal written protests apply. The time allowed for filing a petition or a bond is not extended by mailing either document. If the tenth (10th) calendar day is a Saturday, Sunday or a state observed holiday, then the last day allowed for filing shall be the next day which is not one of the above; and,

(c) Post a bond payable to the AAAPP as described in Section 8 below at the time of filing the formal written protest. In lieu of a bond, a cashier's check or money order in the amount of the bond may be accepted by the AAAPP at the AAAPP's sole discretion.

Failure to file a notice of protest or a formal written protest shall constitute a waiver of proceedings hereunder.

Failure to file the proper bond at the time of filing the formal written protest will result in the AAAPP summarily denying the protest and also be deemed a waiver of proceedings hereunder.

8. Posting Bond for Protest Filed. Any person or firm who files a formal written protest shall: (a) Post with the AAAPP at the time of filing the formal written protest, a bond payable to the AAAPP in an amount equal to one percent of the AAAPP's estimate of the total volume of the contract or $25,000.00, whichever is greater, which bond shall be conditioned upon the payment of all costs, attorney's fees, charges, and expenses incurred by the AAAPP in the administrative hearing in which the action is brought and in any subsequent proceeding regarding the protest, should the protest be denied. The hearing officer shall have the discretion to set the amount of the bond higher than these amounts if the situation warrants. For protests of decisions or intended decisions of the AAAPP pertaining to request for approval of exceptional purchases, the bond shall be in an amount equal to one percent of the AAAPP's estimate of the contract amount for the exceptional purchase requested or $25,000.00, whichever is greater. The hearing officer shall have the discretion to set the amount of the bond higher than these amounts if the situation warrants. Protesters shall also pay any costs, attorney's fees, charges and expenses incurred by the AAAPP if the protest is denied which are otherwise not paid by the protest bond. Protesters agree to pay these costs, attorney's fees, charges, and expenses by virtue of filing a notice of protest or formal written protest; and (b) Upon payment of such costs, fees, charges, and expenses by the person or firm protesting the award, the bond, cashier's check, or money order shall be returned to the protester. If the person or firm protesting prevails in the protest, the AAAPP shall return the bond, cashier's check or money order to the person or firm protesting.

In either case, the bond should be submitted to the AAAPP using a Procurement Protest Bond form, which is attached as Exhibit H. An original Procurement Protest Bond form should be made available to the person who files the protest at the time of notification of intent to file a formal written notice of protest. As stated previously, in lieu of a bond the AAAPP at its sole discretion may accept a cashier's check or money order in the amount of the bond. Failure to file the proper bond or provide the cashier's check or money order in the amount of the bond at the time of filing the formal protest will result in denial of the protest and a waiver of proceedings hereunder. Upon receipt of the formal written notice of protest, the contact person must secure the bond, cashier's check or money order until resolution of the protest.

9. Content of Formal Written Notice of Protest. The formal written notice of protest should be printed, typewritten, or otherwise duplicated in legible form. The content of the formal written notice of protest must contain: (a) The name and address of the AAAPP with which the protest will be filed; (b) The name, address, e-mail address and telephone number of the person or firm filing the protest or of the petitioner's representative, if any,

which shall be the address for service purposes during the course of the proceeding; and an explanation of how its substantial interests have been affected by the procurement solicitation or by the AAAPP's notice of intended or of actual contract award; (c) A statement of how and when the person or firm filing the protest received notice of AAAPP's notice of decision of award; (d) With particularity, the facts and law upon which the protest is based; (e) A statement of all issues of disputed material fact. If there are none, the protest must so indicate; (f) A concise statement of the ultimate facts alleged, as well as the rules, authority, and statutes which entitle the person or firm filing the protest to relief; (g) A demand for relief to which the person or firm deems to be entitled; and, (h) Any other information which the person or firm contends is material. (i) Signature of the person or representative of the firm filing the protest.

The protest shall not include challenges to the solicitation requirements, chosen procurement method, the evaluation criteria, the relative weight of the eight evaluation criteria, composition of the Evaluation Committee, or the formula specified for assigning points to the evaluation criteria.

10. AAAPP's Response to Protest. (a) Upon receipt of a formal written notice of protest which has been timely filed, the contract award process will be stopped until the protest is resolved, unless the AAAPP sets forth in writing particular facts and circumstances which require the continuance of the contract award process without delay in order to avoid immediate risk to the public health, safety, or welfare.

11. Resolution of the Protest. (a) Prior to the informal resolution or the appointment and referral of the matter to a hearing officer, as provided in Section 11(b)-(c), the AAAPP Executive Director shall have the authority to evaluate whether the protest states a valid claim and complies with these procedural requirements. If the AAAPP Executive Director determines within seven (7) days after receipt of the protest that the protest does not state a valid claim or comply with these procedures, he or she shall summarily dismiss the protest in writing. This decision is final. (b) Upon receipt of the intent to protest or formal written notice of protest, the AAAPP may attempt to resolve the protest on an informal basis. The AAAPP will have seven (7) days after receipt of the formal written notice of protest to resolve the protest through mutual agreement of the parties. (c) If the protest is not resolved by mutual agreement within seven (7) days of receipt of the formal written protest, the AAAPP Executive Director shall appoint a hearing officer, who does not have a financial stake in the outcome of the dispute, to conduct a hearing to resolve the dispute. This provision is not meant to exclude AAAPP staff members or directors from being appointed hearing officers. If the AAAPP prevails in the dispute, any costs associated with the hearing officer shall be assessed against the protesting party. (d) Upon compliance with filing procedures, the final hearing shall be concluded within thirty (30) days of the filing of the formal written protest with the AAAPP and the AAAPP shall notify the parties as to the time and place of the hearing and any pre-

hearing conference. The AAAPP will post notice of the protest in the same manner as it posted the notice of the award. (e) If a hearing is held, the hearing officer shall: i. Administer oaths and affirmations; ii. Rule upon offers of proof and receive only relevant evidence. The hearing officer shall make the final determination as to what evidence is relevant and admissible. The hearing officer shall also make the final determination as to whether to allow written and/or oral evidence. In the event testimony from witnesses is received by the hearing officer, the witness must provide all testimony under oath and be subject to examination and cross examination; iii. Regulate the course of the hearing; A. Opening and closing statements may be presented. These statements, if allowed, will be no more than three (3) minutes in length. The protesting party shall make its presentation first, then AAAPP shall make its presentation followed by any intervening party. All parties of record shall have an opportunity to rebut and respond to evidence and testimony introduced through the introduction of rebuttal evidence and cross-examination. iv. Enter any order to carry out the purposes of this hearing procedure; v. Compel attendance of witnesses and production of documents under the control of any party to the protest; vi. The formal rules of evidence in judicial proceedings shall not apply; however, neither the hearing officer nor AAAPP Board of Directors ("Board") shall rely solely upon hearsay evidence for proof of any issue in dispute.

(f) The record of proceedings shall consist of: i. Notice of protest and petition. ii. Record of evidence received or considered by the hearing officer. iii. Stipulations or agreements of the parties accepted by the hearing officer. iv. The official transcript, if any. (g) The official transcript of the proceeding may be preserved by tape recording, shorthand, court reporter, or other device. Any party who wishes a written transcript of the testimony by a court reporter may do so at its expense. If a court reporter records and transcribes the proceedings, a copy of the transcription shall be filed with the AAAPP. In such event, the recording shall become the official transcript. (h) The hearing officer shall transmit the record of proceedings and a written recommendation to the Board within seven (7) days of the conclusion of the hearing. Concurrently, the hearing officer will send a copy of the written recommendation to all parties. The Board shall only consider matters in the record of the proceeding admitted by the hearing officer in making its final determination. This final action by the Board shall be by motion and memorialized by a written resolution at a regular or special Board meeting adopting or rejecting the written recommendation of the hearing officer. The seven (7)-day period may be waived or extended with the consent of all parties. An adverse determination by the Board against the protesting party shall result in the protest being denied and shall further result in the liability for costs, attorney's fees, charges, and expenses otherwise provided by the protest procedures. The Board's decision shall be the final decision regarding the protest. (i) After the final Board action, AAAPP will post a Notice of Award in the same manner as it posted the notice of the award after the Board's initial decision and AAAPP will provide the protesting party and any intervener with the final action of the Board.

12. Applicability. These procedures shall only apply to those matters set forth in Section 1 above.

FORMAL WRITTEN PROTEST

_____, a _____ organized under the laws of _____,
Petitioner, vs. Case No.: _____
AREA AGENCY ON AGING OF PASCO-PINELLAS, INC. Respondent,
_____/

PETITION

_____, a _____ organized under the laws of _____, brings this petition against the Area Agency on Aging of Pasco-Pinellas, Inc., and alleges:

1. This is a bid protest under the procedures proscribed by the Area Agency on Aging of Pasco-Pinellas, Inc.
2. Respondent issued an invitation to bid (ITB)/request for proposals (RFP) entitled Bid/ RFP No. _____.
3. Petitioner submitted the low bid but Respondent rejected its bid for the stated reason that _____.
4. The stated reason for rejection is erroneous because _____.
5. (Additional relevant facts, if any)
6. The facts that are in dispute between Petitioner and Respondent are _____.
7. A copy of the bid tabulation is attached.
8. (Applicable points of law).

Petitioner requests a hearing involving disputed issues of material fact and an order awarding the contract to Petitioner (or other relief)

_____
Signature of person or representative
of firm making the protest

(Note. If the relevant facts are not in dispute the petition should so allege and request a hearing not involving disputed issues of material fact. The above allegations are illustrative. They should be altered to suit varying circumstances, and must contain all the information required in Section 9 of the Hearing/Procedures for Bid Protests Regarding Procurement of Contractual Services provided by the Area Agency on Aging of Pasco-Pinellas, Inc.)

PROCUREMENT PROTEST BOND
Bond Number: _____

Contract Number: _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ a (mark one) [ ] corporation, [ ] partnership, [ ] proprietorship, organized and existing under the laws of the State of _____, [ ] individual, and having its principal place of business at _____, as PRINCIPAL; and _____, a surety company, organized under the laws of the State of _____, and duly authorized to do business in the State of Florida, whose principal place of business is _____, as SURETY, are held and firmly bound unto the Area Agency on Aging of Pasco-Pinellas, Inc., as OBLIGEE, in the amount of $_____ for the payment of which sum we, as Principal and Surety, bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THIS BOND is issued under the provisions of the Area Agency on Aging of Pasco-Pinellas, Inc. protest procedures. The above-named Principal has initiated an administrative protest regarding the Obligee's decision or intended decision pertaining to Bid/RFP Number _____. Said protest is conditioned upon the posting of a bond at the time of filing the formal written protest.

NOW THEREFORE, the condition of this Bond is that if the Protest filed by Principal is denied, Principal shall pay Obligee all of its costs, expenses, attorney's fees and charges incurred as a result of the said protest, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Obligee may bring an action in a court of competent jurisdiction on this bond for the amount of such liability, including all costs and attorney's fees to bring such action.

PRINCIPAL:

_____

BY: _____

Title:
_____ (CORPORATE SEAL)

ATTEST: _____

SURETY:

_____

BY: _____

Title:
_____ (CORPORATE SEAL)

(Note: Power of Attorney showing authority of Surety's agent or Attorney in Fact must be attached.)