

REQUEST FOR PROPOSAL

24-P-198KW

CDBG-DR MULTIFAMILY HOUSING NEW CONSTRUCTION GAP FUNDING

County of Volusia
123 W. Indiana Ave.
DeLand, FL 32720



RELEASE DATE: September 11, 2024

DEADLINE FOR QUESTIONS: October 3, 2024

RESPONSE DEADLINE: October 21, 2024, 3:01 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/volusia>

County of Volusia
REQUEST FOR PROPOSAL

CDBG-DR Multifamily Housing New Construction Gap Funding

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1. Introduction

1.1. Summary

The County of Volusia, Office of Recovery and Resiliency, is soliciting proposals for gap funding loans to support the development of affordable, multi-family housing projects or Permanent Supportive Housing (PSH) for the Multifamily New Construction Program supported by the U.S. Dept. of Housing and Urban Development (“HUD”), utilizing funding from sources such as Community Development Block Grant – Disaster Recovery (CDBG-DR). For the purposes of CDBG-DR funds, multifamily housing is defined as five (5) or more units per structure. The projects must be located in the County of Volusia, be CDBG-DR eligible and meet a national objective. The allowable national objectives for the multifamily new construction program activities will be direct benefit to the low-to-moderate income community, and urgent need. The County has CDBG-DR program funds available.

This Request for Proposals (RFP) seeks to address the loss of housing stock in Volusia County as a result of extensive damage caused by Hurricane Ian. Public Housing Authorities (PHA), for-profit, and not-for-profit housing developers are encouraged to participate. The available funding must be used as gap funding for larger multifamily developments that have or are expected to have other affordable housing funding sources or significant leveraged private funding.

Eligible proposals requesting multifamily development funds must ensure that a minimum of fifty-one percent (51%) of the rental housing units are occupied by households with eighty percent (80%) Area Medium Income or less. Project proposals can include units that are not affordable housing as long as the minimum percent of affordability is met. All affordable units must be for households at or below eighty percent (80%) of the AMI while meeting specific set-aside commitments indicated in this RFP. The maximum funding request for multi-family development by unit type are \$60,000 per unit for PHA, \$35,000 per unit for non-PHA, and \$75,000 for permanent supportive housing. The county may exceed the maximum award per project type on a case-by-case basis if it is determined to serve the best interests of the applicant and the program. The program has a budget of \$50 Million for multifamily housing. The county anticipates conducting multiple award rounds, **as a result of this or subsequent RFPs**, over the life of the grant to support various community providers with different project lifecycles.

There is no minimum number of units required for proposals seeking funding for PSH only. All PSH units must be for households that meet CDBG-DR specific requirements indicated in this RFP. The maximum funding request per unit for PSH is \$75,000 per unit.

The awards shall be structured in the form of thirty (30) year deferred, forgivable loans with zero percent (0%) interest. The loan awards will be contingent upon the applicant’s project being fully funded by all other sources being pursued. Volusia County, in its sole discretion, may choose to award funds to one applicant, multiple applicants, provide funding to none of the applicants, or request additional information or documentation prior to making an award. Applicants who propose one hundred percent (100%) repayment of CDBG-DR funds within the affordability period will receive priority.

The approval of the eligible affordable housing project shall be approved by the Volusia County Council. The Volusia County Council shall also approve the written development agreement and related loan documents for any eligible project that is awarded. Important Note: Any funds expended by the applicant

prior to executing the written rental developer agreement and related loan documents will NOT be eligible for reimbursement.

1.2. [Background](#)

The County of Volusia, Office of Recovery and Resiliency, administers funding for affordable housing repair and replacement due to damage from Hurricane Ian. Funds for this program are provided by the U.S. Department of Housing and Urban Development (HUD) including Community Development Block Grant - Disaster Recovery (CDBG-DR). When engaged in such projects for its multifamily new construction program, Recovery and Resiliency intends to be the last funding available. Public Housing Authorities (PHA), for-profit, and non-profit developers will need to have significant leveraged resources to participate in this program, allowing the county to maximize the impact of the federal investment.

1.3. [Contact Information](#)

Kathy Williams

Procurement Manager

123 W. Indiana Avenue

Room 302

DeLand, FL 32720

Email: kwilliams@volusia.org

Phone: [\(386\) 626-6625](tel:(386)626-6625)

Department:

Recovery and Resiliency

1.4. [Timeline](#)

Release Project Date	September 11, 2024
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<p>Pre-Proposal Meeting (Non-Mandatory)</p>	<p>September 24, 2024, 10:00am</p> <p>Thomas C. Kelly County Administration Building Purchasing Conference - Room 302 123 W. Indiana Avenue, DeLand, FL 32720</p> <p>Microsoft Teams Meeting https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjY3MTlkOWUtNGVhYy00NGUxLTk3ZWVjZDVjMGU0NjZlMmI4%40thread.v2/0?context=%7b%22Tid%22%3a%22ed785c93-cfd5-4daf-a103-4de951a43b70%22%2c%22Oid%22%3a%220eaf1b6b-1640-4a3c-9196-f05cd5d430db%22%7d</p> <p>Dial in by phone +1 386-456-3479,,579946887# United States, Daytona Beach Find a local number Phone conference ID: 579 946 887#</p>
<p>Question Submission Deadline</p>	<p>October 3, 2024, 11:59pm</p>
<p>Proposal Submission Deadline</p>	<p>October 21, 2024, 3:01pm</p> <p>Microsoft Teams meeting Join on your computer, mobile app or room device https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting Meeting ID: 213 233 692 064 Passcode: gPYNoU Or call in (audio only) +1 386-456-3387,,628672925# United States, Daytona Beach Phone Conference ID: 628 672 925#</p>

2. Special Terms and Conditions

2.1. [Closing Date and Non-mandatory Pre-Solicitation Conference](#)

A. Request for Proposal (RFP) Closing Date

Response must be received through the County's [eProcurement Portal](#) before 3:01 pm on Monday, October 21, 2024. Responses received after this time will not be considered.

B. Pre-solicitation Conference

1. A non-mandatory pre-solicitation conference will be held at 10:00 a.m. on Thursday, September 24, 2024 at the Thomas C. Kelly County Administration Building Purchasing Conference - Room 302 123 W. Indiana Avenue, DeLand, FL 32720 . While this is not mandatory, all interested parties are encouraged to attend and participate.

2. Interested parties may also attend virtually by clicking the link in Section 1.4 Timeline in the Pre-Proposal Meeting Section.

3. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date. Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at [County of Volusia Notice Under the Americans With Disabilities Act \(Title II\)](#) . Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

4. Non-mandatory Pre-solicitation: You may RSVP via the County's eProcurement Portal. The County will electronically record attendance of the firms via the County's eProcurement Portal. Additionally, the County of Volusia reserves the right to add a second pre-bid meeting, if the County deems it necessary.

2.2. [Authorized Official](#)

The Request for Proposal (RFP) response and all required forms must be submitted/signed by an official authorized to legally bind the Respondent to all Request for Proposal (RFP) provisions. A Memorandum of Authority may be submitted, to document that the individual is authorized to commit the firm to a contract.

2.3. [Termination](#)

- A. County may terminate this Agreement upon at least thirty (30) days prior written notice to awarded Respondent.
- B. Awarded Respondent may terminate this Agreement upon at least ninety (90) days prior written notice to County.
- C. Upon receipt of notice of termination by the County from awarded Respondent or upon delivery of notice of termination from the County to Contractor, awarded Respondent shall:
 1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;

2. Inform County of the extent to which performance is completed;
 3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work/Services under the Agreement as is not terminated and with the prior approval of the County; and,
 4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the awarded Respondent under the orders and subcontracts so terminated.
- D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section Termination, the County shall cause payments to be made to awarded Respondent within forty five (45) days of receipt of invoice. Awarded Respondent shall invoice the County for any sums awarded Respondent claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.
- E. With the approval of the County and to the extent required by the County, the awarded Respondent shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section Termination. In addition, awarded Respondent shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.
- F. If awarded Respondent fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the awarded Respondent shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the awarded Respondent's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the awarded Respondent prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.
- G. The right of termination provided to the County and the awarded Respondent herein shall be cumulative of all other remedies available at law.
- H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

2.4. Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the awarded Respondent cannot disclaim consequential or special damages related to the performance of this Agreement. The awarded Respondent shall be responsible and accountable for any and all damages,

directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

2.5. [Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions](#)

This Agreement is being funded from agencies that require compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions.

2.6. [Evaluation Method](#)

The County will appoint a committee consisting of department staff to evaluate the proposals and to make recommendation to the County Council. The County will be the sole judge of its own best interests, the proposals, and the resulting Contract, if any. The County's decisions will be final. Award will be made to the proposal, which presents the best value to the County based on the entire evaluation process and all the information gathered.

Note: Respondents are prohibited from contacting any of the committee members, other than the Procurement Analyst prior to the recommendation of award from the committee.

2.7. [Presentations by Respondents](#)

1. The County of Volusia, at its sole discretion, may ask individual Respondents to make oral presentations and/or demonstrations without charge to the County.
2. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County that the Respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the requirements of the RSQ. The demonstration must satisfy the County and the County shall be the sole judge of compliance.
3. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

2.8. [Proposal Acceptance/Rejection](#)

The County reserves the right to accept or reject any or all proposals received as a result of this Solicitation, or to negotiate separately with competing Respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

2.9. [Proposal Acceptance Period](#)

Any Proposal in response to this RSQ shall be valid through 12/31/2024. At the end of this time the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the proposal bond. The County reserves the right to request an extension of the proposals if a Contract has not been executed by 12/31/2024.

3. [General Terms and Conditions](#)

3.1. Submission of Offers.

The County of Volusia is requesting proposals for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a proposal to provide this service and/or product(s), please provide the requested information in this solicitation, complete the included forms, and submit these documents with your response through OpenGov Procurement, at <https://procurement.opengov.com/portal/volusia>, by the date and time posted. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Respondent. Responses received after the posted date and time will not be considered. Additional information may be submitted with the response. No offer may be modified after acceptance. Terms and conditions differing from those in this solicitation may be cause for disqualification of the Response. Failure to provide the required information may result in the Response not being considered.

Do not submit confidential information, proprietary information and/or trade secrets.

3.2. Respondent's Responsibility.

The Respondent, by submitting a Response, represents that:

- A. The Respondent has read and understands the Solicitation in its entirety and that the Response is made in accordance therewith;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
- C. The Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Respondent will rely. If the Respondent receives an award because of its Response, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and,
- D. The Respondent will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

3.3. Execution of Offer.

Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Respondent to the provisions therein. All spaces requesting information from the Respondent or asking a question of the Respondent shall be completed.

3.4. Opening.

Pursuant to Section 119.071, Florida Statutes, responses and the completed tabulation will be available for inspection within thirty (30) days of Solicitation opening. Contact the Purchasing and Contracts Office

during regular business hours to inspect responses and the completed tabulation or go to the County's [eProcurement Portal](#) for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Solicitation openings and public meetings may be attended either in person or remotely. Solicitation openings may be accessed remotely as described in the introduction timeline section of this Solicitation.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf. Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

3.5. Public Records Law.

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time

at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

3.6. Confidential Information and Infringement

- A. Confidential Information and/or Trade Secret do not include the following:
 - 1. Information already known or independently developed the party in possession; or
 - 2. Information in the public domain through no wrongful act of the party in possession; or

3. Information received by the party in possession from a third party who was free to disclose it; or
 4. Information regularly disclosed to third parties without restriction on disclosure; or
 5. Information required to be disclosed by law or an order of a court of competent jurisdiction.
- B. Confidential Information and Infringement. If Contractor is licensing, or developing software (including derivative works) for use by the County, Contractor grants County a perpetual, fully-paid, non-assignable, non-exclusive, royalty-free license to use Contractor's software deliverables developed or licensed under a Contract. Said license includes software owned by Contractor which is furnished under a Contract, for County's internal use with such use to include the right to modify such deliverable(s) and to create derivative works for such internal use including without limitation the right to use such deliverable(s).
- C. If Contractor is licensing, providing or developing software, including derivative works for use by the County, Contractor agrees to protect and indemnify and hold harmless the County, its agents, elected officials and employees of the County from and against any and all claims, demands, actions, and causes of action which may arise asserting that all or any part of the Contractor licensed applications provided under any software owned by Contractor and licensed to County or provided by Contractor for use thereof by the County, infringes or misappropriates any third party's United States patent, copyright or any trade secret protected under United States law.
1. In addition to the foregoing indemnification provision, Contractor shall also take the following steps to assure that County can continually use the software which Contractor has directly licensed to County or provided for use thereof by the County in substantially the same manner delivered or subsequently enhanced or modified by:
 - a. Promptly replace the allegedly infringing or misappropriated item or items with compatible, functionally equivalent items which are not alleged to be infringing or misappropriated; or
 - b. Promptly modify the alleged infringing or misappropriated item or items to eliminate the alleged infringement or misappropriation without impairing County's intended use of the Licensed Applications and/or Sublicensed Applications in any manner; or
 - c. Promptly procure the right for the County to continue to use the Licensed Applications and/or Sublicensed Applications without modification; and
 - d. Unless otherwise agreed by the parties, promptly shall mean for the purposes of this Section that the events described herein shall occur in no less than sixty (60) days from the date that notice of the claim is received by Contractor unless otherwise agreed by the Parties.

- D. In the event that Contractor does not enable the County to use that which Contractor has delivered through accomplishing one or more of the alternatives set forth in above within aforementioned time period set forth herein during the term of a Contract, Contractor shall be in material default of a Contract and subject to Termination.
- E. If Contractor is granting a license or develops software for the County under this Contract, it hereby warrants and represents that:
 - 1. Contractor is the sole owner of all right, title, and interest in and to the Contractor licensed software, user manuals and documentation, including all patents, copyrights, copyright rights, trade secrets, trademarks, trade names and all proprietary and intellectual rights and confidential information contained therein, and that it is authorized to enter into a Contract and grant County a perpetual license; and
 - 2. No portion of any licenses or right granted to the County to use Contractor's software pursuant to the terms of the applicable software license contract of Contractor for any work performed under a Contract violates or is protected by right, title, interest or similar right of any third person or entity.

3.7. Clarification, Correction of Entry, Minor Irregularities.

The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of obvious mistakes. The County reserves the right to waive minor irregularities in Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Respondent an advantage or benefit not enjoyed by other Respondents.

3.8. Revisions, Addenda, Questions & Answers.

- A. It is incumbent upon each Respondent to carefully examine the specifications, scope of work/service, terms, and conditions of this Solicitation. The posting of answers through the County's [eProcurement Portal](#) is the only official methods by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this Solicitation shall be directed through the question and answer section of the County's eProcurement Portal.
- B. If it becomes necessary for the County to revise or clarify any part of this Solicitation it will be updated on the County's eProcurement Portal by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is each Respondent's responsibility to check the County's eProcurement Portal for any posted answers, and/or solicitation changes. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this Solicitation before submitting their Response. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date and time.

- C. Each answer issued by the County shall become a material part of this Solicitation. Answers posted by the County, and/or changes made to the Solicitation are authoritative and shall be considered an addendum to the Solicitation.
- D. All information in this Solicitation, including information provided through the Question & Answer feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.
- E. Questions and exceptions shall be submitted before 11:59 pm on Thursday, October 3, 2024. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

3.9. [Incurred Expenses](#)

The County has no obligation to make an award as a result of this Solicitation, nor shall the County be responsible for any cost or expense which may be incurred by any Respondent in preparing and submitting a Response, or any cost or expense incurred by any Respondent prior to the execution of a Purchase Order or Contract/Agreement.

3.10. [Disadvantaged Businesses.](#)

The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged, minority, and/or women-owned firms.

3.11. [FOB Destination.](#)

The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Solicitation Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

3.12. [Payment Terms.](#)

Unless otherwise stated in the Special Terms and Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74.

3.13. [Unusual Costs.](#)

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the

basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

3.14. Additional Terms & Conditions.

The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in this Solicitation.

3.15. Meets/Minimum Specifications.

The specifications listed in the Scope of Work are the minimum required performance specifications for this Solicitation; they are not intended to limit competition nor specify any particular Respondent, but to ensure that the County receives quality services. The Respondent represents that all offers to this Solicitation shall meet or exceed the minimum requirements specified.

3.16. Silence of Specifications.

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

3.17. Change in Scope of Work/Service.

- A. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.
- B. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of

the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

- C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this solicitation for which requirements were not known when the Solicitation was released.

3.18. Governing Laws/Venue.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida without giving effect to the choice of law principles thereof. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

3.19. Assignment.

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

3.20. Content of Solicitation/Response.

The contents of this Solicitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this Solicitation shall supersede the requirements as specified in the *General Terms and Conditions* and/or *Special Terms and Conditions* section(s) of this Solicitation.

3.21. Contract.

The contents of this Solicitation and all provisions of the successful proposal deemed pertinent by the County may be, at the sole discretion of the County, incorporated into an Agreement and become legally

binding on the selected Respondent. The content of the Agreement may contain changes as a result of the Solicitation process and the content of the submittal received. The Contract shall, at minimum, include the substantive terms and conditions as outlined in the Solicitation and be subject to review by the County attorney or designee prior to approval and execution for determination of legal form and substantive sufficiency, and may contain those additional terms and conditions that the County deems in its best interest.

- A. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designees are authorized to make changes to any contract.
- B. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, Master Agreement, or change order, the Respondent should promptly contact the Purchasing Office at 386-736-5935.

3.22. Disclosure of Response Content.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Solicitation. Selection or rejection of any Response does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

3.23. Limitation of Liability/Indemnification.

The Contractor shall indemnify, defend, and hold harmless the County including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status and the State of Florida, including its officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or its subcontractors, agents, employees, or any persons employed or utilized by the Contractor in the performance of the Contractor's obligations or services under this Agreement. Such obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exhaust as to a party or person describe in this Agreement.

In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

Indemnification for Grant Funded Projects. For any agreements that are funded or may in future be funded by Federal Emergency Management Agency (FEMA) Public Assistance grants or other Federal or State grants or program, the following shall apply: Contractor shall indemnify, defend and hold harmless the Florida Department of Emergency Management, its employees and/or their contractors (FDEM) and the government of the United States, its employees and/or their contractors (US), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of,

resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the FDEM, or US.

In all claims against FDEM or US, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

3.24. Payment of Subcontractors

Contractor shall save and hold the County harmless from any and all claims or actions by their Subcontractor(s) for payment of monies such Subcontractor claims to be owed by Contractor for Work performed under a Contract. Nothing in a Contract shall create any obligation on the part of the County to pay directly to any Subcontractors any monies due for Work performed under a Contract.

3.25. Infringement Claim.

For all licensed software or derivate works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

3.26. Sovereign Immunity.

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3.27. Compliance with Federal E-Verify Regulations.

Contractor covenants and agrees to the following provisions, as required by law:

- A. If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.
- B. Contractor and any of Contractor's Subcontractors shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Contractor (or Contractor's Subcontractors) on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.
- C. In the event Contractor enters into a subcontract, Contractor shall require, via written contract, the Subcontractor agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. Contractor shall provide a copy of such affidavit to the County before the Subcontractor begins any work associated with the Agreement. If the County has a good faith belief that a subcontractor knowingly violated the requirements set forth in this Section or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Contractor otherwise complied with this Section and applicable law, the County shall promptly notify Contractor and order Contractor to immediately terminate its contract with the Subcontractor. Failure to comply with said order shall constitute a material breach of this Agreement.
- D. If the County has a good faith belief Contractor has knowingly violated, or if Contractor is found to have violated, this Section; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Contractor acknowledges and understands that if the County terminates this Agreement in accordance with this Section, Contractor shall be ineligible for award of a public contract for at least one (1) year after the date on which the Agreement was terminated.

3.28. Public Entity Crimes.

Pursuant to paragraph 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or

reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

By entering into this Agreement, the Contractor represents and warrants that it is not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes. The Contractor further represents and warrants that its subcontractors and implementer, if any, are not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes.

3.29. Use of County Logo.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this Solicitation permits or shall be construed as authorizing Respondent to use or display County's Intellectual Property on Respondent's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Respondent in response to this solicitation. The County has the right to redact the County Logo displayed on any Response.

3.30. Acceptance.

Products purchased as a result of this Solicitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor.

3.31. Safety Warranty.

Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

3.32. Safety.

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

3.33. Warranty.

The Respondent agrees that, unless otherwise specified, the product and/or service furnished as a result of this Solicitation and award thereto shall be covered by the most favorable commercial warranty the Respondent gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the Solicitation/offer.

3.34. Award of RFP.

The County reserves the right to award the Agreement to the Respondent(s) that the County deems to offer the best overall Proposal or solution, as defined in the solicitation section, Special Conditions - Evaluation Criteria. The County is therefore not bound to accept a proposal based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this RFP, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting and re-soliciting when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and/or qualifications of Respondents and to award only a portion of the items and/or services specified, if deemed to be in the County's best interest.

3.35. Other Agencies.

All Contractors awarded Agreements from this Solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

3.36. County Facilities.

County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

3.37. Records & Right to Audit.

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the

requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

3.38. Claim Notice.

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida
Human Resources/Risk Management Division
Address: 125 W. New York Avenue, Suite 141
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

3.39. Waiver of Claims.

Once the Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning the Agreement.

3.40. Compliance with Laws and Regulations.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under the Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

Pursuant to Section 287.05701, Florida Statutes, vendors are hereby notified that:

- The County shall not request documentation of or consider a vendors social, political or ideological interests when determining if the vendor is a responsible vendor: and
- The County may not give preference to a vendor based on the vendors social, political or ideological interests.

3.41. Scrutinized Companies-FL Statute Section 287.135 and 215.473.

Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit certification. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

3.42. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Volusia Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

3.43. Modifications Due to Public Welfare or Change in Law.

The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

3.44. Right to Require Performance.

- A. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

3.45. Force Majeure.

Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

- A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

3.46. Contractor's Personnel.

During the performance of the Agreement, the Contractor agrees to the following:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- C. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;
- D. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;
- E. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;
- F. The Contractor shall include the provisions of the foregoing paragraphs A, B, C, D, and E, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;
- G. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;
- H. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and
- I. Both Contractor and Subcontractors awarded an Agreement as a result of Section Local Preference, shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit showing compliance.

3.47. County/Contractor Relationship.

- A. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable

taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

- B. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
- C. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.
- D. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

3.48. Disqualification of Respondents.

- A. One (1) Response: Only one (1) Response from an individual firm, partnership or corporation under the same or under a different name will be considered. If a Respondent submitted more than one (1) Response for the work involved, all Responses submitted from such Respondent will be rejected.
- B. Collusion among Respondents: If it is believed that collusion exists among the Respondents, the Responses of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

3.49. Debarment: Purpose and Intent.

The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's

policies and procedures in regards to debarment may be found at:

<https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf>

3.50. For purposes of this Solicitation and evaluation of responses hereto the following shall apply:

Unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals (“one” over “1”). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

3.51. Dispute Resolution.

- A. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 56, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.
- B. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party’s Project Manager or designated representative, as the case may be, of the other party in writing (“Dispute Notice”) in order to resolve such dispute.
- C. Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated in Figure 1 below.
- D. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may

be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney’s fees for mediation or arbitration of an issue arising under this Agreement.

- E. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Special Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

Figure 1:

County Work Days	Contractor's Representative	County Representative
10	Contractor's Project Manager	County's Project Manager
10	Contractor's Sr. Vice President of Sales	Director of Purchasing and Contracts
20	Contractor's COO or President	Deputy County Manager

3.52. Authorized Signatory.

Respondent acknowledges that the name and title of the signatory (the “Authorized Signatory”), as completed, is authorized to execute contracts/agreements with the County of Volusia, and that submitting a Response via the County's eProcurement Portal shall be the act of and attributable to the Authorized Signatory to bind the company. By submitting this Response electronically, the Authorized Signatory does thereby adopt the electronic or conformed submittal as authorized firm commitment and for use as an official record by the County of Volusia.

3.53. Revisions, Addenda, Questions & Answers.

All answers to questions of substance will be publicly published via the County's eProcurement Portal, Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the Question & Answer feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the Question & Answer feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

3.54. Acknowledgement of Solicitation Tabulation.

All responses accepted by the County of Volusia are subject to the County's Terms and Conditions. Any and all additional Terms and Conditions submitted by Respondent(s) are rejected and shall have no force and effect. Responses from the respondent(s) listed on the tabulation are the only responses received timely as of the closing date and time. All other responses submitted in response to the solicitation, if any, are rejected as late.

4. Insurance Requirements

4.1. Insurance.

Should a developer be awarded gap funding as a result of this solicitation, Developer may be required to provide proof of additional insurance, types and amounts to be determined by the Volusia County Risk Manager.

5. Scope of Work

5.1. Important Information

- A. The proposed development must be located within the jurisdictional boundaries of Volusia County, Florida.
- B. To be eligible, the applicant must demonstrate that all other funding is in place or committed for its project. The funding requested from the County is for gap funding only. Projects that are unable to demonstrate other funding sources by submitting a complete pro forma or detailed development budget identifying each source of funding and third-party proof of all awarded or committed funding are not eligible and will not be considered for evaluation.
- C. Projects must be ready to proceed within twelve (12) months of the award, and the project must be completed within thirty-six (36) months of award. Proposals must include a project timeline demonstrating, at minimum, the following milestones: (1) completion of underwriting process, (2) land acquired, (3) building permit issued, (4) substantial completion, (5) final completion of construction, (6) certificate of occupancy (include the timelines for each building if they differ), and (6) initial lease up, and all units leased and occupied. Furthermore, if applicable, applicants must submit Ability to Proceed forms used for other funding applications to indicate that infrastructure, zoning, and utilities have been reviewed and are suitable for the projected use. If the forms are not available, applicants shall indicate the status of the infrastructure, zoning, and utilities related to the proposed project. Priority will be given to projects that can be completed substantially earlier than the minimum required timeline.
- D. Specific information for each activity is described below:
- E. Multi-family Development – CDBG-DR

1. Each multi-family development project must contain a minimum of fifty-one (51) percent of units of affordable rental housing per project.
2. The County will consider a maximum investment of \$60,000 per unit for PHA, \$35,000 per unit for non-PHA, and \$75,000 per unit for permanent supportive housing for multi-family development. If other County grant funding has been awarded, is proposed for award, or has been applied for, the maximum amount awarded including all County grant fund awards may not exceed \$75,000 per unit.

F. Permanent supportive housing (PSH)

1. Permanent Supportive Housing: PSH is permanent housing in which housing assistance and supportive services are provided to assist households with at least one disabled member to achieve housing stability and self-sufficiency. For the purposes of this RFP, PSH units must also meet all CDBG-DR funding requirements. The primary purpose of the units must be to address housing instability and homelessness by serving the qualifying populations listed below:
 - a. Homeless as defined in 24 CFR 91.5;
 - b. At risk for homelessness as defined in 24 CFR 91.5;
 - c. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; and,
 - d. Other populations who do not qualify under any of the populations above but meet one of the following criteria:
 - i. Other families requiring services or housing assistance to prevent homelessness.
 - ii. Those at greatest risk of housing instability.
2. *Up to thirty percent (30%) of the units may serve low-income households at or below Eighty percent (80%) of Area Median Income that are not part of the qualifying populations listed above.
3. It is recommended that applicants for this activity read and become familiar with CDBG-DR regulations prior to submitting a proposal. Such regulations will apply to any funding provided pursuant to this solicitation.
4. The process by which supportive services are provided to households in the proposed project must be clear. Proposals must include a description of the services that will be provided, the agencies providing them, the experience and qualifications of the agencies, the location of the services, and active agreements or written commitment(s) with service agencies.

5. There is not a minimum number of permanent supportive housing units needed to be eligible to apply for this RFP. However, the number of units provided and the populations served will be considered when evaluating responses.
6. The County will consider a maximum investment of \$75,000 per PSH unit. If other County grant funding has been awarded, proposed for award, or applied for, the maximum amount awarded, including all county grant fund awards, cannot exceed \$75,000 per PSH unit.
7. CDBG-DR funding for PSH may be combined with available multi-family development funds for developments that will serve both populations.
8. Other Resources Available - Expedited Permitting. All awarded affordable housing proposals will receive expedited permitting if the project is located within unincorporated Volusia County.
9. Impact Fee Waiver Request (County) - This is a one-time request that will be submitted to County Council for review and approval for affordable housing projects. There is no guarantee of the value or approval of the request.

5.2. Performance period and measures

1. The expected outcome of each award is that the subrecipient or developer will create or preserve affordable multifamily housing units in compliance with all program and HUD requirements. The number of units for each award will be specified in the scope of work and monitored by Volusia County throughout the project. The applicant will be required to provide access to tenant income documentation and leases to confirm that constructed units are occupied by income qualified tenants and being rented at an affordable rate. Applicant will also be required to report on the demographic characteristics of tenants. The performance period and measures for all approved activities will be defined in the written Agreement, MOU, and/or project file, as applicable. Volusia County may approve an extension to the period of performance, contingent on overall grant timeline and HUD approval if the subrecipient demonstrates reasonable justification.
2. Tenant Selection and Management Plan: The applicant shall develop a tenant selection and management plan and submit such plan to Volusia County for approval prior to the start of construction. Any change to the plan is subject to the approval of the County. The plan must be consistent with program requirements and should include the following:
 - The role and responsibility of the subrecipient/developer and its delegation of authority;
 - Personnel policy and staffing arrangements;
 - Plans and procedures for publicizing and achieving early and continued occupancy;

- Procedures for determining tenant eligibility, selecting tenants, and for certifying and annually recertifying Household income and size;
- Plans for carrying out an effective maintenance and repair program;
- Rent collection policies and procedures;
- A program for maintaining adequate accounting records and handling necessary forms and vouchers;
- Plans for enhancing tenant-management relations;
- Property management agreement, if any;
- Provisions for periodic update of the management plan;
- Appeal and grievance procedures;
- Plans for collections for tenant-caused damages and processing evictions and terminations; and
- A supportive services plan for Projects serving Special Needs Populations, including Supportive Housing and/or providing Supportive Services to the general tenant population.

5.3. Eligible Developers

A. Eligible Applicant

1. The applicant must be a for-profit or non-profit entity with Internal Revenue Service (IRS) section 501(c) status, acting individually or as a participant in a limited partnership or limited liability company. Public Housing Authorities are also eligible applicants. The developer entity and all members of the development team must be in good standing with the County, i.e., current on loan obligations, competent and satisfactory past performance, contract compliance and current on tax obligations to the County; no member of the development/ownership team may be on the local, state or United States Department of Housing and Urban Development (HUD) debarment list.

B. Developer Capacity

1. Each applicant must demonstrate that its organizational and staffing capacity is sufficient to complete the proposed project, including the long-term rental management of the project. Prior experience of the organization, its staff members, and consultants in planning and completing projects of a similar type and size will be considered. For applicants seeking CDBG-DR funding for PSH units, prior experience they or their documented partners have with PSH will be evaluated. Applicants that propose to self-manage their projects must demonstrate a successful track record managing comparably sized and financed projects.

5.4. Award Terms

A. Form of award

1. The funds made available will be in the form of a deferred payment forgivable loan with zero percent (0%) interest. The loan term will be thirty (30) years.
 - a. Loan security. All funds will be provided to the developer as a loan, which is secured by a recorded mortgage and promissory note.
 - b. The County's loan may be subordinated to another lender's mortgage lien if subordination is required as a condition of the lender's loan approval.
 - c. The County may record a restrictive covenant on the property requiring a thirty-year affordability period for affordable housing units.

B. Mechanism for providing funds

1. Funds will be provided on a reimbursement basis, after providing evidence to the Office of Recovery and Resiliency of the completion of the work performed. Loan funds for property acquisition may be provided by the County at the closing to the closing agent.

C. Development agreements must be entered into between the County and applicants awarded the funds upon satisfactory completion of all conditions for funding ("Contract"). The loan must be evidenced by a promissory note and secured by a mortgage. A declaration of covenants and conditions must also be entered into to ensure continued affordability and compliance with funding requirements. The loan must be funded with a CDBG-DR grant, and all applicable grant requirements will apply.

D. The successful applicant(s) shall obligate all awarded funds within eighteen (18) months of the date of the written agreement and must provide documentation of occupancy of the assisted units within twenty-four (24) months of the date of award.

5.5. CDBG-DR Specific Requirements

Successful applicants shall comply with all CDBG-DR program and other County requirements as applicable to the project including, but not limited to, the following:

- A. *Project Location.* Projects must be located within the unincorporated area of Volusia County, or within the municipal boundaries of cities located within Volusia County.
- B. *Environmental assessment and clearance.* Projects must be located and structured so that they do not present an environmental risk.
- C. *Underwriting.* The successful applicant shall demonstrate that the project is financially viable for the entire period of affordability. The applicant must complete the underwriting process through the FHFC or other funding source and submit verification of final underwriting approval to the County.

1. *Development financing plan.* The applicant shall provide a development budget, including sources and uses of funds.
2. Identified risks. The applicant shall identify any significant issue that could delay or prevent the proposed transaction (e.g., zoning actions required, environmental issues, neighborhood or market conditions, or unusual funding assumptions).
 - a. Ownership and site control. If the applicant does not have ownership of the location of the proposed project, the applicant shall demonstrate its ability to obtain ownership within sixty (60) days of award of the funds.
1. Operating budget. The applicant shall provide an operating income and expense budget.
 - a. Reserves. The operating budget must provide for a reserve for replacement.
- D. *Project readiness.* - Applicants shall submit a development timeline identifying major development activities, responsible staff, deadlines, funding application dates, etc. to demonstrate the viability of the proposed project and assist the County in evaluating the likelihood that the project will succeed.
- E. *Market need.* The applicant shall demonstrate that a market need exists for the rental housing development within the proposed project location, considering factors including vacancy levels, rent comparability and neighborhood impact to ensure that the project is well located and contributes to neighborhood stability and vitality.
- F. *Project need and consistency with county plans.* The applicant shall identify the target population and demonstrate consistency with the County's HUD CDBG-DR Action Plan.
- G. *Affordability period restrictions.* All projects funded through the Multifamily New Construction Program must provide affordable rents in accordance with HUD guidelines for a minimum period of 30 years. Affordability restrictions will be enforceable by deed restrictions, covenants, and/or other similar mechanisms and/or instruments. The affordability requirement states that property owner must lease the units to LMI households earning 80 percent or less of the AMI and must lease the units at an affordable rent. Rent must comply with the maximum HUD HOME rent limits.
 - a. The maximum HUD HOME rent limits are the lesser of:
 - The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or
 - A rent that does not exceed thirty (30) percent of the adjusted income of a family whose annual income equals sixty-five (65) percent of the AMI, as determined by HUD, with adjustments for number of bedrooms in the unit. The HUD HOME rent limits will include average occupancy per unit and adjusted income assumptions.

- H. *On-going compliance.* The successful applicant shall ensure on-going compliance with CDBG-DR requirements related to occupancy and rent restrictions during the entire period of affordability. A declaration of covenants and restrictions which runs with the land shall be entered into and recorded in the public records to ensure compliance.
1. *Occupancy.* The assisted affordable rental units must be occupied by households that meet the CDBG-DR specific income or population requirements outlined in this RFP and defined in the developer agreement. Income limits will be defined by FHFC and HUD for Volusia County (Daytona-Deltona-Ormond Beach MSA) on an annual basis. The successful applicant must adhere to current limits published by FHFC or HUD.
 2. *Rent.* The applicant shall ensure that the rents in assisted units comply with CDBG-DR requirements for the period of affordability. Projects may elect to use either annually published HUD Fair Market Rent for the [Deltona-Daytona Beach-Ormond Beach Metropolitan Statistical Area \(MSA\)](#) or rent that does not exceed 30 percent of the adjusted gross income (plus utility allowance) of a household whose annual income equals 65 percent of the Area Median Income (AMI), as determined and published annually by [HUD \(High HOME Rents\)](#). The successful applicant must adhere to current limits published by [FHFC](#) or HUD.
 3. *Fixed or floating units.* If the proposal includes units that are not part of the application and are not designated as “affordable units,” the applicant shall designate whether the assisted units are fixed or floating units.
 4. *Unit quality conditions.* The project and the assisted units shall be maintained in standard condition as evidenced by the annual inspection. Projects funds through FHFC shall be inspected through a contracting monitoring agent. Projects not funded through the FHFC shall be inspected by the County or vendor contracting with the County. The developer agreement will state the application unit quality inspection or standard, to include but not limited to UPCS, HQS, or NSPIRE.
 5. *Development standards.* All projects must meet applicable state and local codes, ordinances, and zoning requirements.
 6. *Displacement of tenants.* All projects must be designed so as not to displace existing tenants in compliance with the federal Uniform Relocation Act.
 7. *Fair housing, affirmative marketing and equal opportunity.* The developer shall comply with County policies and all applicable federal, state, and local laws, codes and ordinances regarding nondiscrimination in the rental, sale and occupancy of the units. The successful applicant shall submit and follow an affirmative marketing and management plan.

5.6. [Reporting Requirements](#)

The Developer must collect and report information to the Office of Recovery and Resiliency regarding the timeline, status, projections, and uses of funds on a periodic basis. The Developer must also collect and

report beneficiary characteristics to the Office of Recovery and Resiliency at initial occupancy and on a periodic basis throughout the affordability period of the project.

5.7. Bonding Requirements

If selected for funding pursuant to this solicitation, the Developer must name the county as a co-obligee on any performance bond issued in conjunction with the Developer’s project for the amount of gap funding provided by or through the County.

6. Evaluation Phases

Each Proposal submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. That all proposal documentation was submitted timely and in conformance with all requirements of the RFP.
2. That the following elements of Contractor’s proposal meet or exceed the requirements of this RFP and cumulatively provide the service and benefits to the County deemed to be in the best interest of the public
3. Scoring (0-5) shall be assigned as follows. Each criteria will have a weight assigned to calculate total points awarded.
 - 0- Did not submit
 - 1 - Lowest score, did not meet any of the requirements
 - 2 - Next lowest score, did not meet most of the requirements
 - 3 - Average score, met most of the requirements but not all
 - 4 - Above Average, met all requirements
 - 5 - Exceeds Expectations, meets and exceeds the requirements.
4. Pricing elements shall be scored with lowest price/highest revenue receiving 5 points and calculating down from there based on percentage.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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<p>1.</p>	<p>Overall Capacity of Developer</p> <p>Overall capacity of the developer with a demonstrated ability to provide services with the same scope and magnitude as described within this RFP. This section shall include organizational and staffing capacity.</p>	<p>0-5 Points</p>	<p>10 <i>(10% of Total)</i></p>
<p>2.</p>	<p>Professional Expertise</p> <p>Professional expertise of team and prior experience relative to similar projects.</p>	<p>0-5 Points</p>	<p>10 <i>(10% of Total)</i></p>
<p>3.</p>	<p>Firm's Proposed Project Timeliness</p> <p>The ability of the firm's proposed project to produce affordable housing in a timely manner that meets or exceeds all milestone deadlines indicated in the scope and to ensure on-going compliance with the property management and affordability requirements as described within this RFP.</p> <p>Proposals shall include a project timeline demonstrating, at minimum, the following milestones: completion of underwriting process, land acquired, building permit issued, substantial completion, final completion of construction, certificate of occupancy (include the timelines for each building if they differ), initial lease up, and all units leased and occupied.</p>	<p>0-5 Points</p>	<p>15 <i>(15% of Total)</i></p>
<p>4.</p>	<p>Ability to Produce and Manage Project</p> <p>The ability of the firm to produce affordable housing and manage the proposed project to ensure ongoing compliance with the property management and affordability requirements.</p> <p>Proposals requesting PSH will ALSO be evaluated based on the following elements:</p> <p>A. Collaboration with community partners for the implementation of the proposed project as shown by written commitment from the partner(s) and any demonstration in responses to this RFP.</p>	<p>0-5 Points</p>	<p>15 <i>(15% of Total)</i></p>

<p>5.</p>	<p>Overall Project Design/Approach</p> <p>Overall project design/approach to support the needs and objectives of the project, including the following elements:</p> <ul style="list-style-type: none"> A. Number of total affordable units, the number of affordable units projected at each income level, and the proposed rental rates to be charged. B. The extent to which the project demonstrates long term sustainability and affordability period. C. The overall project design/approach of proposals requesting PSH funds will ALSO be evaluated on based on the following elements: <ul style="list-style-type: none"> 1. Understanding of and demonstration that project design meets the needs of CDBG-DR program, applicable regulations, and qualifying populations. 2. Understanding of and demonstration that project design meets the needs of the current local homeless issues 	<p>0-5 Points</p>	<p>20 (20% of Total)</p>
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<p>6.</p>	<p>Demonstrated Need for the Project and Market Need</p> <p>The firm's demonstrated need for the project and market need within the proposed location readiness to proceed while meeting community needs.</p> <p>A. The extent to which the proposed project provides affordable housing units for extremely-low and very-low income households, age dependent households, and/or other special needs populations.</p> <p>B. The extent to which the applicant has engaged with the community in activity design, especially those who are expected to reside in planned housing units.</p> <p>C. The demonstrated need of proposals requesting PSH funds will ALSO be evaluated on based on the following elements: Understanding of and demonstration that project design meets the needs of the current local homeless issues</p> <p>D. The process by which supportive services are provided to households in the proposed project must be clear. Proposals shall include a description of the services that will be provided, the agencies providing them, the experience and qualifications of the agencies, the location of the services, and active agreements or written commitment with service agencies.</p>	<p>0-5 Points</p>	<p>10 <i>(10% of Total)</i></p>
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7.	<p>Leveraging Funds</p> <p>Leveraging County funding with other funding sources and the ability to utilize County funding to fill an established gap in project funding based on the following elements:</p> <ul style="list-style-type: none"> A. Competition for other funding sources and the ability to meet the needs of the most vulnerable populations, with preference given to proposals that can demonstrate other leveraged funding sources. B. Demonstrated funding for the project outside of requested County funds as shown in the complete pro forma or detailed development budget at time of submittal, identifying each secured source of funding and third-party proof of all awarded or committed funding submitted with the proposal. Proposals that fail to demonstrate that all other funding sources are in place or committed will not be evaluated. C. The project’s pro-forma budget demonstrates an affordability period that exceeds the minimum limit prescribed by the program guidelines for the project type, with adequate reserves for maintenance, repayment, and ongoing operating expenses. Applications proposing affordability period that exceeds the minimum limit prescribed by the program guidelines for the project type, and long-term financial viability will receive priority. 	0-5 Points	20 (20% of Total)
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7. Vendor Questionnaire

7.1. Acknowledgements

7.1.1. *Acknowledgment**

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits.
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.
- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

Yes

No

*Response required

*7.1.2. Scope of Services Acknowledgement**

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

Yes

No

*Response required

*7.1.3. By checking yes, the vendor agrees to comply with the E-Verify requirements as described in this section.**

Compliance with E-Verify Federal Requirements

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

- Yes
 No

*Response required

7.1.4. *Complete and upload the Federal Contract Provisions. **
Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions.

This Agreement is being funded from agencies that require compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions.

Please download the attached document, complete, and upload.

- [Federal Contract Provisions...](#)

*Response required

7.1.5. *Registration on Sam.gov**

For any federally funded project, respondent agrees to register on SAM.gov if awarded a contract under this solicitation.

- Yes
 No

*Response required

7.1.6. *Drug-Free Workplace**

By selecting "Yes", Respondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

- Yes
 No

*Response required

7.1.7. *Name and Title of Authorized Agent of the Respondent**

Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

*Response required

7.1.8. Conflict of Interest*

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

- Yes
- No

*Response required

When equals "Yes"

7.1.9. Enter explanation of the conflict of interest as indicated above. *

*Response required

7.1.10. Do you or any owner(s), principal(s), or officer(s) of your firm currently serve on any Volusia County board(s) or committee(s)?*

Please indicate response.

- Yes
- No

*Response required

When equals "Yes"

7.1.11. If you indicated YES to Volusia County board/committee question above...*

Please list the individual's full name(s) and the board(s) and/or committee(s) on which they serve.

*Response required

7.2. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

7.2.1. *Addenda/Questions Acknowledgement**

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the Solicitation closing date and have given consideration to all information in preparing the response to this Solicitation. Selecting YES will serve as confirmation of acknowledgement.

- Yes
- No

*Response required

7.3. Public Entity Crime

7.3.1. *Public Entity Crime Acknowledgement**

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

- Yes
- No

*Response required

7.4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

7.4.1. *Acknowledgment Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection

with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes

No

*Response required

When equals "No"

7.4.2. Enter explanation of the 'No' response to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

7.5. Scrutinized Companies Certification

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized

Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

7.5.1. By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.' *

- Yes
 No

*Response required

7.6. Forms/Documentation

*7.6.1. Proposal Form**

Please download the attached form, complete, and upload the completed form.

- [Proposal Form\(499006\) \(2\).pdf](#)

*Response required

7.6.2. Memorandum of Authority

If the Authorized Signatory identified in Section 1.11 above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

*7.6.3. W-9 **

Please attach current W-9 Form

*Response required

*7.6.4. Professional Certification/Licenses**

Respondent and their Subconsultants/Subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their Subconsultants/Subcontractors shall submit with their submittal, copies of their professional license.

Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

*Response required

*7.6.5. Prohibition Against Contingent Fees**

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee

working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- [Prohibition Against Conting...](#)

*Response required

7.6.6. *Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes**

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Volusia Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

Please download the below documents, complete, and upload.

- [Volusia Human Trafficking A...](#)

*Response required

7.6.7. *Financial Statement **

All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Please confirm

*Response required

7.7. [Proposal Information](#)

Proposals shall be clear, concise, indexed by subject and properly submitted per the requirements. Documents shall be uploaded by the Respondent to the appropriate section.

Failure to provide the required information may result in the proposal not being considered.

7.7.1. *Submittal Letter / Firm Profile **

Submittal Letter signed by an authorized agent of the firm.

A brief profile of the firm, including:

- A. A brief history of the business;
- B. Organizational structure of business;
- C. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;

- D. A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org; If firm is not currently registered to do business within the State of Florida (Sunbiz), proof of registration shall be submitted prior to award.
- E. Ownership interests;
- F. Active business venues (counties, states, etc.);
- G. Present status and projected direction of business;
- H. Respondent shall list any lawsuits in which their team (firm & sub consultants) has been involved in relative to company contracts or other company business over the last five (5) years. The respondent shall also list any work their team failed to complete in accordance with any contract in the last five (5) years and describe details regarding the non-performance, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name.

*Response required

7.7.2. Firm/Employee Qualifications *

Qualifications of the firm and the employees that will be assigned to the County.

Key personnel inclusive of resumes, licenses, business venues, etc.

*Response required

7.7.3. Similar Projects and References *

The information provided in this section, must be current and the County must be able to contact references for verification as part of the evaluation process.

Unless specifically asked by the County, the County of Volusia shall not be listed as a reference. The respondent shall provide examples of similar projects which best illustrates the Respondent's qualification for the scope of services.

The Respondent shall provide examples of similar projects which best illustrates the proposed team's qualification for the scope of services. Respondent shall state the project title; location; owner name, address, and telephone number; years completed; project cost; brief description of project and relevance to this RSQ.

Provide a client reference for each of the representative projects including project name, client name, address, contact name and phone number and E-mail address. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate. Use the attached Reference Form.

Please download the below document, complete, and upload.

- [References Form\(499007\).pdf](#)

*Response required

7.7.4. Overall Capacity of Developer*

Overall capacity of the developer with a demonstrated ability to provide services with the same scope and magnitude as described within this RFP. This section shall include organizational and staffing capacity.

*Response required

7.7.5. Professional Expertise*

Professional expertise of team and prior experience relative to similar projects.

*Response required

7.7.6. Firm's Proposed Project Timeliness*

The ability of the firm's proposed project to produce affordable housing in a timely manner that meets or exceeds all milestone deadlines indicated in the scope and to ensure on-going compliance with the property management and affordability requirements as described within this RFP.

Proposals shall include a project timeline demonstrating, at minimum, the following milestones: completion of underwriting process, land acquired, building permit issued, substantial completion, final completion of construction, certificate of occupancy (include the timelines for each building if they differ), initial lease up, and all units leased and occupied.

*Response required

7.7.7. Ability to Produce and Manage Project*

The ability of the firm to produce affordable housing and manage the proposed project to ensure ongoing compliance with the property management and affordability requirements.

Proposals requesting PSH will ALSO be evaluated based on the following elements:

- A. Collaboration with community partners for the implementation of the proposed project as shown by written commitment from the partner(s) and any demonstration in responses to this RFP.

*Response required

7.7.8. Overall Project Design/Approach*

Overall project design/approach to support the needs and objectives of the project, including the following elements:

- A. Number of total affordable units, the number of affordable units projected at each income level, and the proposed rental rates to be charged.
- B. The extent to which the project demonstrates long term sustainability and affordability period.
- C. The overall project design/approach of proposals requesting PSH funds will ALSO be evaluated on based on the following elements:
 1. Understanding of and demonstration that project design meets the needs of CDBG-DR program, applicable regulations, and qualifying populations.

2. Understanding of and demonstration that project design meets the needs of the current local homeless issues

*Response required

*7.7.9. Demonstrated Need for the Project and Market Need**

The firm's demonstrated need for the project and market need within the proposed location readiness to proceed while meeting community needs.

- A. The extent to which the proposed project provides affordable housing units for extremely-low and very-low income households, age dependent households, and/or other special needs populations.
- B. The extent to which the applicant has engaged with the community in activity design, especially those who are expected to reside in planned housing units.
- C. The demonstrated need of proposals requesting PSH funds will ALSO be evaluated on based on the following elements: Understanding of and demonstration that project design meets the needs of the current local homeless issues
- D. The process by which supportive services are provided to households in the proposed project must be clear. Proposals shall include a description of the services that will be provided, the agencies providing them, the experience and qualifications of the agencies, the location of the services, and active agreements or written commitment with service agencies.

*Response required

*7.7.10. Leveraging Funds**

Leveraging County funding with other funding sources and the ability to utilize County funding to fill an established gap in project funding based on the following elements:

- A. Competition for other funding sources and the ability to meet the needs of the most vulnerable populations, with preference given to proposals that can demonstrate other leveraged funding sources.
- B. Demonstrated funding for the project outside of requested County funds as shown in the complete pro forma or detailed development budget at time of submittal, identifying each secured source of funding and third-party proof of all awarded or committed funding submitted with the proposal. Proposals that fail to demonstrate that all other funding sources are in place or committed will not be evaluated.
- C. The project's pro-forma budget demonstrates an affordability period that exceeds the minimum limit prescribed by the program guidelines for the project type, with adequate reserves for maintenance, repayment, and ongoing operating expenses. Applications proposing affordability period that exceeds the minimum limit prescribed by the program guidelines for the project type, and long-term financial viability will receive priority.

*Response required

8. Definitions

As used in this Solicitation, the following terms shall have the meanings set forth below:

- **Construction Services:** Means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property. The term "construction services" does not include Contracts or work performed for the Department of Transportation.
- **Consultant:** The person with education and/or experience which uniquely qualifies him or her to perform a specialized service for the County.
- **Consultant's Services:** Those services within the scope of work of this solicitation that are in an advisory nature to support policy development, decision-making, administration, or management of the government; normally provided by persons and/or organizations considered to have prerequisite knowledge or special abilities not generally available in the government.
- **Contract:** The document resulting from this solicitation between the County and the awarded Respondent, including this RFP, and the awarded Respondent's response along with any written addenda and other written documents, which are expressly incorporated by reference.
- **Contractor:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a Bid or proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein.
- **Contract Administrator:** The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the Director of Purchasing and Contracts.
- **County:** Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida).
- **County's Project Manager(s):** The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.
- **Day:** The word "day" means each calendar day or accumulation of calendar days.
- **Director:** The Director of Purchasing and Contracts for the County of Volusia, Florida.
- **Multifamily Housing:** five (5) or more units per structure.

- **Permanent Supportive Housing:** Permanent housing in which housing assistance and supportive services are provided to assist households with at least one disabled member to achieve housing stability and self-sufficiency. F
- **Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.
- **Proposal:** The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.
- **Proposer:** See Respondent.
- **Protest:** See process at www.volusia.org/purchasing.
- **Respondent:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the provision of the services requested in the RSQ.
- **Respondent's Project Manager:** The Project Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.
- **Task Assignment:** Specific, detailed services or work placed against an awarded and established continuing services Contract memorialized as an Amendment to this Contract by the parties prior to the commencement of such Work or Services by the Consultant.