

Issue Date: October 31, 2017

REQUEST FOR PROPOSALS

FOR

Multi-Family Affordable Housing Development Under the Neighborhood Stabilization Program

RFP #Y18-134-PD

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Thursday, November 30, 2017**, for providing Multi-Family Affordable Housing Development Under the Neighborhood Stabilization Program to the Board of County Commissioners.

Sealed proposals will be accepted at and copies of the Request for Proposals may be obtained from: Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies may be requested by phoning (407) 836-5635. Solicitations are also available for downloading from the Internet at: <http://apps.ocfl.net/orangebids/bidopen.asp>.

A **Non-Mandatory Pre-Proposal Conference** will be held on **November, 13, 2017, 1:30 P.M.**, at the 400 East South Street 2nd Floor Conference Room. Attendance is not mandatory but is encouraged.

Carrie Woodell, MPA, CFCM, CPPO, C.P.M.
Manager, Procurement Division

NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Perry Davis, Senior Purchasing Agent, at (407) 836-5638, whose email address is Perry.Davis@ocfl.net. **You may contact Perry Davis at any time during this process, including during the Black Out Period.**

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REQUEST FOR PROPOSALS

FOR Multi-Family Affordable Housing Development Under the Neighborhood Stabilization Program

RFP #Y18-134-PD

PURPOSE

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting sealed proposals for Multi-Family Affordable Housing Development Under the Neighborhood Stabilization Program.

INSTRUCTIONS TO PROPOSERS

Firms or companies desiring to provide services, as described in the Scope of Services, shall submit sealed proposals, one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive not later than **2:00 PM local time Thursday November 30, 2017**, to the Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, Florida 32801, (407) 836-5635.

Offers by e-mail, telephone, or fax shall not be accepted. An e-mailed or a faxed proposal shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the proposer to ensure that their proposal reaches the Procurement Division. **Proposals received after the specified time and date shall be returned unopened.** The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any proposal. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

Respondents are cautioned that they are responsible for delivery to the specific location cited above. If your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office shall not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly and the names of all proposers shall be read aloud.

TERMS AND CONDITIONS

1. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority. Orange County reserves the right, and the Manager of Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

2. MATERIAL ELEMENT CHANGES

If any material element of the proposal changes in any form after approval of award, the County shall have the right to terminate negotiations and initiate negotiations with the next qualified applicant. Such changes may include, but not be limited to, changes such as ownership, site location, proposed number of units, proposed rent charges, design, and financial commitments.

3. CLARIFICATION

The County reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

4. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

5. SEALED PROPOSALS

Proposals shall be delivered in a sealed envelope and proposers should label their proposal with the following:

- A. Request for Proposals Number
- B. Date of Opening
- C. Name of Proposer

6. PROPOSAL PREPARATION

Costs of preparation of a response to this request for proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no

responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

7. DEBARMENT AND SUSPENSIONS

All applicants and other entities acting as owners, contractors, sponsors and developers are prohibited from employing, awarding contracts, or funding any contractors or subcontractors that have been debarred, suspended, proposed for debarment; or placed on ineligibility status by any federal agency. Any owners, who are debarred, suspended, proposed for debarment, or ineligible, will be prohibited from participation in this RFP.

8. INSURANCE

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$100,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.

Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of

Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

9. ACCOUNTING SYSTEM

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. The accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or designee shall have access to books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section, for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

10. SHORTLISTS, PROTESTS and LOBBYING

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission

through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Procurement Manager by 5:00 PM on the fifth full business day, after posting, shall constitute a waiver of bid protest proceedings.

Information regarding Procurement Committee scheduling and Board approvals is available by calling the Procurement Reception Desk at (407) 836-5635.

11. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

12. AVAILABLE FUNDING

The County has budgeted three million, two hundred thousand dollars (\$3,200,000) of NSP funding to be used for the eligible activities identified in this

RFP. NSP was established under Title III of the Housing and Economic Recovery Act of 2008 and provided funds to acquire, construct, rehabilitate or redevelop foreclosed properties.

13. MORTGAGE REQUIREMENTS

All Program funds will be secured by a mortgage upon the real property constituting the Project and a promissory note that will be at .5 percent (.5%) interest only loan during the affordability period. Any mortgage(s) and note(s) shall be in a form acceptable to the County. Different amortization schedules may be proposed and/or negotiated with successful applicant(s).

14. PROJECT AGREEMENT

Successful applicant(s) shall have sixty (60) days from the date of Board approval to execute an Agreement. If the agreement is not executed within sixty (60) days from the date of Board approval, then, the County shall have the right to terminate negotiations with that applicant and commence negotiations with the next qualified applicant.

15. COMPREHENSIVE FINANCIAL ASSESSMENT

The County may utilize the services of an agency to conduct a comprehensive financial assessment of each project, coordinate loan closing, and, if appropriate, conduct construction management and servicing of loans under this RFP.

16. LOAN COMMITMENT FEE

Successful applicants applying for NSP loan funds will be required to provide a loan commitment fee of .5 percent (.5%) to cover the cost associated with coordinating and conducting the loan closing. **Applicants will pay other cost incurred in procuring and making loans, such as an application fee of \$3,000 to Orange County or its agent.**

17. FEE DISCLOSURE

Developer fee and general contractor fee must be disclosed. In the event the developer fee and/or general contractor fee are/is not disclosed on the Development Cost Pro forma, the County will assume that these fees will be the maximum allowable under this RFP and will add the maximum amount(s) to the Total Development Cost. If an applicant lists a developer fee or general contractor fee that exceeds the industry standards, the County will adjust the fee to the maximum allowable.

18. DEVELOPER/CONTRACTOR FEES

A developer fee shall not exceed 10 percent for the rehabilitation and/or 12 percent for new construction projects.

19. FUNDING COMMITMENT

Successful applicants will have ninety (90) days from Board approval to produce a firm financial commitment documentation from a lender for the project. The firm commitment will include: funding terms, specific interest rate for construction

and permanent loans, signature of all parties, including acceptance by the applicant, name address and telephone number of loan officer. If a firm commitment is not produced within ninety (90) days from the Board's approval, then the County shall have the right to terminate negotiations with that applicant and commence negotiations with the next qualified applicant.

20. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

21. EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

22. QUESTIONS REGARDING THIS RFP

Proposers shall not direct any queries or statements concerning their proposal to the Orange County Procurement Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Proposals must be

submitted in writing, by email to Perry.Davis@ocfl.net no later than 5:00 PM Tuesday, November 14, 2017 to the attention of Perry Davis, Procurement Division, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposal shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager. **You may contact Perry Davis at any time during this process, including during the Black Out Period.**

This provision exists solely for the convenience and administrative efficiency of Orange County. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

23. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the Proposer for the debriefing. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

Untimely debriefing requests will also be considered.

24. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

25. NSP PROGRAM REQUIREMENTS:

- A. NSP funds can only be spent in target neighborhoods identified by Orange County as being areas of greatest need, as specified in [Exhibit A](#). Detailed NSP maps for each area may be found on Orange County's web site at: <http://netapps.ocfl.net/nsp/>
- B. All units assisted with NSP funds SHALL be set aside for very low-income households with incomes below 50 percent of the area median income (AMI), as published annually by the United States Department of Housing and Urban Development (HUD).
- C. The prorated amount of NSP funds over the total project costs shall be used to determine the minimum required number of NSP units in each project. For example, if the NSP funding is equivalent to \$3,000,000 and the total project cost is \$10,000,000, then 30 percent of the units shall be set aside for very low-income households as NSP units. The minimum required number of NSP units will not be used in the RFP scoring and will only be used to ensure that this requirement has been met by the applicant.
- D. The acquisition cost of the subject foreclosed property shall be at a discount of at least one percent (1%) below appraised market value. Successful applicant shall provide documentation demonstrating that the foreclosed property will meet or has met the NSP requirements for a one percent (1%) discount. The "as is value" will be used to determine compliance with this requirement.
- E. NSP funds must adhere to federal requirements related to displacement and relocation found at 49 CFR Part 24 (the Uniform Relocation Assistance and Real Property Acquisition Act).
- F. *The rental requirements of the HOME Investment Partnership Program (24 CFR 92.252) will be used for the very low-income units (i.e. low HOME rents) in addition to the NSP requirements referenced in this RFP.*
- G. Projects shall demonstrate progress by developing milestones in a schedule approved by Orange County. Due to strict federal deadlines, projects that do not reach milestones in a timely manner will be subject to rescission of NSP funding.
- H. Davis-Bacon requirements (24 CFR 570.603) will apply on all projects containing 12 or more units.
- I. Other program requirements and restrictions that apply are included in Title III of the Housing and Economic Recovery Act of 2008 and HUD regulations related to the NSP to be found at

- J. The Developer/Proposer has a continuing obligation to comply with NSP program requirements and federal law obligations. This obligation begins with submission of a response to this RFP and continues through acquisition of an eligible property by the Developer, all construction, development or redevelopment of the Project, and management of the Project. The obligation to comply with NSP guidelines is upon the Developer and not the County.
- K. The Developer is specifically advised that County acceptance of the Developer's proposal and scoring said proposal shall not be construed as an assurance by the County that the NSP program compliance has been achieved. For example, scoring the proposal on criteria such as site control or evidence of foreclosure are only preliminary determinations by the County based on the materials submitted by the Developer in response to the RFP. The burden remains with the Developer to verify to the County that the Developer has secured site control and is proposing a property eligible under NSP standards as a foreclosed property.
- L. In addition to the two examples described above, this obligation upon the Developer for any and all NSP program standards remains the responsibility of the Developer and not the County.

26. DEFINITIONS:

- 1. Affordability Period: Assisted rental units carry rent and occupancy restrictions for varying lengths of time, known as the affordability period. A minimum of 25 year affordability period will be required on all NSP assisted units beginning on the date that a Certificate of Occupancy is issued.
- 2. Current Appraised Market Value: The value of foreclosed or abandoned residential property established through an appraisal utilizing the Uniform Relocation Act (URA) requirements, as established in 49 CFR Part 24.103.
- 3. Green Building Design: Green building is the practice of creating and using healthier and more resource-efficient models of construction, renovation, operation, maintenance and demolition.
- 4. Low Income Person or Household: A person or household whose income does not exceed sixty percent (60%) of the Orlando Metropolitan Statistical Areas' (MSA) Median Income, as published annually by HUD and distributed by the Florida Housing Finance Corporation.
- 5. Very Low-Income Person or Household: A person or household whose income does not exceed fifty percent (50%) of the Orlando Metropolitan Statistical Areas' (MSA) Median Income, as published annually by HUD and distributed by the Florida Housing Finance Corporation.

6. Rehabilitation: Rehabilitation means repair or renovation of an existing structure without demolishing it or expanding its footprint. This includes the labor, materials, and other costs of improving buildings, other than minor or routine repairs.
7. Special Needs Priority: A special needs priority is defined as a project for the disabled that shall provide units made accessible that are affirmatively marketed to persons with disabilities. The proposed development shall be available to serve the needs of people with mobility, visual, hearing or cognitive disabilities.
8. Proposer/Applicant: In regards to this RFP, all references to either a Proposer or an Applicant shall be considered interchangeable in definition.
9. Foreclosed Property: A property that, under state and local laws, has the mortgage or tax foreclosure completed as defined by laws and regulations governing the NSP Program. Additional considerations include instances when the title has been transferred from the defaulting debtor, and the Developer has a (contingent) contract to acquire the Property.
10. Abandoned Property: Abandoned property is when the mortgage or tax foreclosure proceedings have been initiated, no mortgage or tax payment has been made for 90 days and the property has been vacant, as defined by laws and regulations governing the NSP Program.
11. Target Neighborhood: One of five geographic areas with defined boundaries that have been identified by Orange County as meeting federal standards for "area of greatest need" for NSP funds.
12. Redevelopment: Any new construction on a site that had been previously developed or vacant land, which could include demolished or vacant buildings, or infrastructure improvements such as roads, water, sewer, and power lines.

27. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. **Proposers must identify specifically** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.** If a Proposer fails to cite the applicable exempting law, we will treat the information as public.

28. PUBLIC RECORDS COMPLIANCE

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange 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 this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion 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 of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. 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 :

**Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5897**

PROPOSAL FORMAT

The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

Proposers must respond in the format delineated below and tabbed as applicable.

Submit one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive for document management purposes. All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually. If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional CD or USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

Complete the enclosed Orange County Multi-Family Program Rehabilitation Application (Exhibit B) in its entirety and include all supporting documentation for each item listed in the proposal format and on the enclosed NSP Submission Checklist (Exhibit C), as well as any other required information exhibits as detailed below.

Each proposal will be scored as specified in the Selection Criteria based on responses to the requirements below. Your proposal for each category should be tabbed to specifically identify the requirement of this RFP that you are responding to, and it should restate the major category and the subcategory followed by your specific response. Adherence to these requirements will facilitate a complete and thorough evaluation of your proposal.

For example, under Item 1, Applicant's Experience and Financial Strength, the proposal should begin as follows:

Applicant's Experience and Financial Strength – Developer Experience: This application is submitted by Jones Realty and Development, Inc.

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

1. Applicant's Experience and Financial Strength (Point Weight 20)
 - A. Developer Experience: Provide the name of the developer including all partners. Provide documentation demonstrating that the developer is qualified to complete and operate the project. Include experience which demonstrates developing and constructing or rehabilitating at least three multi-family housing developments within the last ten years with a minimum of 50 units per development.

Provide a list of completed housing projects to include project name, project address, applicant's responsibility in the project and the number of units.

- B. Developer's Financial Strength: Provide a copy of audited financial statements and tax returns for the previous two years and a statement demonstrating financial capability to develop and own or manage multi-family rental housing. A current personal financial statement and two years of income tax returns should be submitted for any individual borrower and/or guarantor.
- C. Debt Payment History: Provide explanation of debt repayment history including details related to foreclosure proceedings, settlements, deficiency judgments and notes during the past five years.
- D. Management Agent Experience: Provide a list of affordable housing projects managed to include project name, project address, and the number of units. The Management Agent or principal of Management Agent should demonstrate experience in the management of at least three multi-family housing developments with a minimum of 50 units per development.
- E. References: Provide a minimum of three (3) references from private or governmental organizations the applicant has contracted with to provide affordable housing. Provide, at a minimum, the name of the organization, address, contact person, email address and telephone number.

2. Project's Economic Viability and Financial Strength (Point Weight - 20)

- A. Development Cost Proforma (Exhibits D and E): Complete an Operating Proforma (Exhibit D) and a Development Cost Proforma (Exhibit E). Demonstrate financial soundness and ability to meet standard underwriting guidelines. The proforma should include all anticipated costs of the development construction, rehabilitation, or acquisition, and all sources of funds to cover these costs. Any amount that is not an anticipated cost to the development, such as waived fees for charges, should be included in the Development Cost Pro Forma and deducted prior to calculating a developer's fee.

Five Year Operating Proforma (Exhibit F): Complete an operating Cost Pro forma for the project including operations for proposed stabilization period and at least five (5) years of occupancy and expenses. The stabilization period information can be established in a narrative format to include, but not limited to, the period of time for stabilization; the number of units occupied; the number of vacant units; number of units to be rehabilitated by year; any loss of rental income during stabilization period. You may also show this information in a chart format with supportive narrative.

- B. Physical Needs Assessment (For rehabilitation projects only): Provide a comprehensive and detailed Physical Needs Assessment (PNA) conducted by a licensed general contractor, engineer, or architect, detailing the as-is condition of the property, scope of proposed rehabilitation and an estimate for all related costs required to correct all deficiencies.
- C. Management and Affirmative Marketing Plan: Provide a comprehensive plan identifying how the property will be managed in the future to comply with state

- D. and federal regulations and ensure the overall physical and financial stability of the complex. Include affirmative marketing actions to provide information and otherwise attract eligible persons in the housing market area to available housing without regard to race, color, national origin, sex, religion, familial status, sexual orientation or disability.
- E. Project Completion Schedule: Provide a comprehensive project completion schedule including monthly milestones for the critical management actions by you, and members of your team, start and end dates for each activity and expected results.

3. Ability to Proceed (Point Weight - 15)

- A. Evidence of Site Control: In order to score any points under this section, you must have clear evidence of site control.

A qualified contract is one that has a term and contains extension options exercisable by the purchaser; and the buyer MUST be the applicant unless a fully executed assignment of the qualified contract which assigns all of the buyer's rights, title and interest in the qualified contract to the applicant is provided.

Deed or Certificate of Title - the deed or certificate of title (in the event the property was acquired through foreclosure) must be recorded in the county and show the applicant as the sole grantee.

The criteria used to evaluate this section may include, but not limited to:

- Unacceptable evidence of site control by the applicant; **or**
- Contract provided in RFP
- Applicant is purchaser or assignee in contract
- Closing date is set no later than 90 days from award
- Affidavit that proposer is legally entitled to purchase property and seller is legally authorized to convey property under contract
- Deed or certificate of title showing the applicant as owner

- B. Appropriate Zoning: The applicant must demonstrate that as of the RFP deadline, the proposed development site is appropriately zoned and consistent with local land use regulations regarding use and density. A letter from the Planning/Zoning Division dated within 12 months of the RFP deadline is sufficient to satisfy this requirement.

- C. Availability of Electricity: The Applicant must demonstrate that as of the RFP deadline, electricity is available to the proposed development site. A letter from the electricity service provider that is development-specific and dated within 12 months of the RFP deadline is sufficient to satisfy this requirement.

- D. Availability of Water: The Applicant must demonstrate that as of the RFP deadline, water is available to the proposed development site. A letter from the water service provider that is development-specific and dated within 12 months of the RFP deadline is sufficient to satisfy this requirement.
- E. Availability of Sewer: The Applicant must demonstrate that as of the RFP deadline sewer capacity, package treatment or septic tank service is available to the proposed development site. A letter from the waste treatment service provider that is development-specific and dated within 12 months of the RFP deadline is sufficient to satisfy this requirement.
- F. Availability of Roads: The Applicant must demonstrate that as of the RFP deadline paved roads either (i) exist and will provide access to the proposed development site or (ii) will be constructed as part of the proposed development. A letter from the local government that is development-specific and dated within 12 months of the RFP deadline is sufficient to satisfy this requirement.
- G. Neighborhood Impact: Describe the stabilizing impact your project will have on the surrounding area. Provide a detailed analysis of how the proposed project will contribute to stabilizing, improving and revitalizing the neighborhood. Factors to consider include: the project's location, proposed community collaboration process and project's design.
- H. Community Collaboration: Provide an outreach plan that uses community collaboration to revitalize the proposed project. The collaboration may include, but is not limited to, engaging social service organizations, faith-based organizations, community groups, neighborhood groups and the Orange County Sheriff's Office.
- I. Evidence of Foreclosure: Provide legal evidence that the property is or was foreclosed through court documents and the applicant either has a contract for sale or currently owns the foreclosed property. Applicants will be awarded points according to a sliding scale based on the evidence of foreclosure. The selection criteria to evaluate the status of foreclosure are as follows:

	Points
• Foreclosure proceedings commenced	1
• Foreclosure proceeding concluded final order entered	2
• Foreclosure sales scheduled	3
• Title transferred to mortgagor/lender	4
• Currently owns foreclosed property	5

4. Special Needs Set Aside (Point Weight - 5)

The proposed development shall be available to serve the needs of people with mobility, visual, hearing or cognitive disabilities. The project shall include features that meet the requirements of the Fair Housing Act with regard to features that assist individuals with disabilities. Specifically, all apartment units designated for persons with disabilities shall be designed with the following features:

- Units shall be designed and constructed to have the entrance on an accessible route.
- An appropriate number of accessible parking spaces on an accessible route shall be provided
- Disability units shall have the following entrance design features:
 - Minimum clear width of open doorways shall be 32 inches
 - Low thresholds
 - Clear maneuvering space inside and outside the entrance door
 - Accessible door hardware
 - Wide-angle peephole in the door
 - Good general illumination
- Disability units shall be designed with an accessible route of travel throughout the unit and level hardware on all passage doorways.
- Disability units shall be designed and constructed with weather protection at all primary entrance doors of each dwelling unit.
- Disability units shall be designed and constructed with light switches, electrical outlets, thermostats and other environmental controls in accessible locations.
- Disability units shall be designed and constructed with switches and controls such as lever control, rocker switches and/or toggle switches that do not require grasping or significant force.
- Disability units shall be designed and constructed with reinforcement in bathroom walls to allow installation of grab bars around a toilet, tub, shower stall and a shower seat.
- Disability units shall be designed and constructed with usable kitchens such that an individual in a wheelchair can maneuver about the space
- Disability units shall be designed and constructed with lever hardware on kitchen sinks
- Disability units shall be designed and constructed with front mounted controls on the range and cook top
- Disability units shall be designed and constructed with usable bathrooms such that an individual in a wheelchair can maneuver about the space
- Disability units shall be designed and constructed with lever handles on all bath fixture hardware.

The applicant shall, at a minimum, provide marketing and leasing information to

the local Center for Independent Living and the local Council on Aging in an attempt to attract potential residents that need the features described above in order to accommodate their disability. Applicant shall also provide marketing and leasing information to the Local Offices for Developmental and Physical Disability Services.

Applicants will be awarded points according to a sliding scale based on the percentage of units set aside for individuals with special needs.

Percentage of Units	Points
2 percent – 4.99 percent	2
5 percent – 7.99 percent	3
8 percent – 11 percent	5

5. Special Targeting for very low income (Maximum Points – 20)

Applicants will be awarded points according to a sliding scale based on the percentage of specially targeted units set-aside for very low-income persons or families from the total units in the project.

Percentage of Units	Points
5 percent - 9.9 percent	4
10 percent - 14.9 percent	8
15 percent – 19.9 percent	12
20 percent – 24.9 percent	16
25 percent or more	20

6. Low Barrier Units (Point Weight – 10)

Applicants will be awarded points for having a certain percentage of units deemed low-barrier rental units. For these units the applicant will remove barriers and obstacles to the rental unit by waiving or reducing requirements such as application fees, deposits, minimum income requirements, credit screening, etc. The applicant may impose its normal criminal history requirements as part of the approval process.

Describe in a narrative format the changes proposed to remove or reduce obstacles/barriers to the affordable rental units. Give a percentage of the units this will apply to.

7. Sustainable Affordable Living (Point Weight– 10)

The project should be designated and constructed in a way that maximizes energy and resource efficiency, protects the environment and promotes healthier places to live and work. Life cycle of the buildings focusing on operating costs to owners and renters should be considered. For each of the following listed topics please state and/or document the intended method of satisfying sustainable affordable living criteria.

- A. Green Building Design – The professional development team should include accredited professionals or experienced green building design specialists, contractor and asset and property management staff. In addition, wherever possible the team should include maintenance staff and occupant representatives. Best practices in documenting the development team should include but not be limited to, the following:
- The name and role of each member of the design and development team;
 - A statement of the overall green development goals of the project and the expected intended outcomes from addressing those goals;
 - A summary of the process and design tools and strategies that will be utilized to select the green building strategies, systems and materials that will be incorporated into the project;
 - Identification of which members of the design and development team are responsible for implementing the green features
- B. Water Conservation Measures – Water efficiency conserves fresh water resources and reduces utility bills. Significant water savings can be realized by specifying and installing water efficient appliances and plumbing fixtures, implementing low water landscape and irrigation strategies, and taking advantage of rainwater catchment and greywater sources. The criteria used to evaluate this section may include, but are not limited to, the following:
- Landscaping – Construct resource efficient landscapes. Provide new plants (including trees, shrubs and ground cover) such that at least 50 percent of area available for landscaping is planted with native or adaptive species. The plant species must be 100 percent appropriate to the sites soils and microclimate and must not include invasive species
 - If irrigation is to be used, provide details describing the system to be employed.
 - Water reuse, if applicable – describe the water system to be employed that will retain water, and/or harvest rainwater/storm water and/or greywater on site in order to meet a portion of the projects water needs
 - Describe what will be done to conserve water in each individual unit. Details should address plans to install or retrofit water conserving fixtures in all units and any common facilities that meet the following specifications: Toilets – 1.28 gpf or less; urinals -0.5 gpf or less; showerheads – 1.75 gpm or less; kitchen faucets – 2.0 gpm or less; bathroom faucets – 1.5 gpm or less
- C. Energy Efficiency - The rehabilitation of the project should achieve energy savings in heating and cooling, hot water, lighting, and appliance

efficiencies, which combines improve residents' comfort, and reduce operating costs and greenhouse gas emissions. Include any software programs to be used that will assist in achieving the goal of increased energy efficiency. The criteria used to evaluate this section may include, but not be limited to the following:

- The installation of Energy Star rated dishwashers, washers and clothes dryers, and refrigerators in each unit
 - Installation of individual electricity and or gas meters
 - Location and type of water heaters to be installed in the project
 - Description of any building design features, such as reflective roof coatings, higher R-value roofing materials, energy star rated windows and doors, higher R-value insulation and sealing to be incorporated in the building envelope during the construction phase to reduce energy consumption
 - Description of the assessment method or strategy that will be incorporated into an energy model to the building plans and specifications that will show that the buildings projected energy performance will be enhanced
 - Percent of units to have Energy Star ceiling fans and light kits
 - Efficient Interior, Exterior and Common Areas Lighting – Description of the Lighting Design to be employed during the rehabilitation phase that will reduce energy consumption in the interior, exterior and common areas of the buildings
 - HVAC Sizing and Installation and Duct Systems – Description of the HVAC quality installation design and other equipment to be installed to ensure adequate cooling and heating of the living and common spaces
- D. Materials Beneficial to the Environment – Address the techniques and building products and materials to be utilized in order to conserve natural resources
- Detail interior paints and primers, adhesives and sealants that will be utilized and discuss how the choices selected will benefit the environment
 - Detail the types of building materials to be utilized in the construction project that are composed of recycled post-industrial content

- Describe any heat reducing materials or strategies to be employed – such as roofing, plantings or paving that will reduce heat island effects
 - Describe any waste management plan to be employed during the construction phase
 - Describe any planned recycling efforts to be set-up for the project
- E. Healthy Living Environment – it is a significant green building issue and a community services issue directly affecting the projects occupants. It covers an array of items, from materials employed that do not cause negative health impacts to access to important community services required to create a healthy living environment. Items to be addressed include, but are not limited to the following:
- Type of flooring products to be employed and the location where they will be installed
 - Air quality enhancements to remove pollutants from the air
 - Description of any mold prevention strategies
 - Type of composite wood products to be employed
 - Cold/hot water pipe insulation to be utilized
 - Moisture resistant materials to be employed in wet areas
 - Adhesives and sealants to be employed, use of Low/no volatile organic compound (VOC) paints, primers, adhesives and sealants
 - Design for walking & bicycling – dedicated covered & secure bicycle storage for 15 percent of residents
 - Proximity to community services – Enter number of services within ½ mile

1) Day Care	2) Community Center	3) Public Park	
4) Pharmacy	5) Restaurant	6) School	7) Library
8) Grocery store	9) Medical facility	10) Super Market	
 - Integrated pest control management strategies
 - Proximity to public transit
 - Private or semi-public outdoor gathering places for residents
 - Design for safety – residence entries have windows or double peep holes

7. **CONFLICT OF INTEREST FORM**

The attached Conflict/Non-Conflict of Interest and Litigation Statement (with any applicable attachments) shall be completed and submitted with your proposal.

8. **ETHICS COMPLIANCE**

The following forms are included in this solicitation and shall be completed and submitted with your proposal as indicated below:

A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.

A. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal.

No contract award will be made unless these forms have been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

9. **AUTHORIZED SIGNATORIES/NEGOTIATORS FORM**

The Authorized Signatories/Negotiators Form is attached and shall be completed and submitted with your proposal.

10. **DRUG-FREE WORKPLACE FORM**

The Drug-Free Workplace Form is attached and shall be completed and submitted with your proposal.

11. **VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, 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 during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the

contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a proposal in response to this solicitation, the Contractor affirms that all employees in the above categories will undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E- Verification certification, attached to this solicitation.

12. SELECTION CRITERIA:

Criteria:	Weight
1. Applicant's Experience and Financial Strength	20
2. Project's Economic Viability & Financial Strength	20
3. Ability to Proceed	15
4. Special Needs Set Aside	5
5. Special Targeting for Very Low Income	20
6. Low Barrier Units	10
7. Sustainable Affordable Living	10

13. FEDERAL AND LOCAL REQUIREMENTS:

The selected project(s) shall comply with all requirements and regulations set forth under NSP.

- A. Flood Insurance – NSP funds shall not be used in connection with acquisition or rehabilitation of a development located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless the locality in which the site is located in participates in the National Flood Insurance Program or less than a year has passed since FEMA notification regarding such hazards, and flood insurance is obtained as a condition of approval or commitment.
- B. Repayment - Any housing assisted with NSP funds which does not meet the affordability requirements for the specified period of time agreed upon,

shall repay funds extended to the development.

- C. Monitoring and Compliance - Participating entities shall be monitored for compliance with NSP requirements. Program compliance shall be assessed through inspections for compliance with program requirements and on-site reviews. The owner/management company shall maintain a rent roll of all tenants residing in each unit on an annual basis through the end of the compliance period.
- D. Fair Housing Requirements - Participants in the NSP program shall be required to use fair housing practices in soliciting tenants, determining their eligibility, and concluding all transactions.

Each participating entity shall affirmatively further fair housing according to the Fair Housing Act. An owner advertising vacant units must include the equal opportunity logo or statement on the application and lease. Media advertising may include newspapers, radio, television, brochures, leaflets, web based marketing, direct mail, or it may involve a sign on the property. The owner may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical centers as resources for this outreach.

Outreach efforts on the part of the owner shall also be evaluated by reviewing marketing efforts. This assessment shall be made during the rent-up and marketing of the units by use of compliance certification or personal monitoring visits to the project. The selected applicant shall provide an annual assessment of the affirmative marketing plan for the project.

Reasonable steps shall be taken to minimize displacement as a result of an NSP assisted construction and/or rehabilitation project (see additional details below).

- E. Relocation and Displacement- The selected applicant(s) shall take all reasonable steps to minimize displacement as a result of an NSP assisted project.
 - 1. The selected applicant(s) agrees to implement the Uniform Relocation Act (URA), Section 104 (d) and its requirements in situations where displacement occurs as a direct result of NSP assisted rehabilitation of assisted units.
 - 2. The selected applicant(s) shall provide timely notices to all occupants of a project with potential displacement or relocation as a direct result of rehabilitation of the project. Occupants being displaced shall be informed of their eligibility for relocation assistance and the nature of the assistance. Occupants not being displaced shall be informed of the term and conditions under which they may occupy the property upon completion of the project, if applicable.

3. The selected applicant(s) shall bear full responsibility for relocation costs associated with occupied units and/or land in accordance with the Act as established in 1978, "Tenant Assistance, Relocation and Real Property Acquisition". Relocation costs associated with the project shall be included in the project pro-forma and analysis of the application.
 4. The selected applicant(s) shall provide the Housing and Community Development Division copies of all required notices given in relation to this project.
 5. If the selected applicant(s) fails or refuses to provide the necessary notices in a timely manner to all occupants, as required by the URA, Section 104(d), and 24 CFR 92.353, the County may take any action necessary to terminate or rescind allocation of the NSP funds.
- D. Financial Management - Selected applicant(s) shall maintain financial accountability standards that conform to the requirements detailed in 2 CFR Part 2, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- E. Disbursement of Funds - The County and its servicer shall make periodic inspections of the project throughout the construction period. Funds shall be disbursed on a per draw basis for work in place, after an inspection by the designated servicer. The building(s) shall be inspected again at the completion of rehabilitation. Should the project not be completed, all NSP funds shall be repaid within thirty (30) days from official notification by the County.
- F. Equal Employment Opportunity (EEO) Statement - It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations. Further, the Contractor shall abide by the following provisions:
1. The Contractor shall demonstrate that it has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance, throughout the term of this contract.
 2. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

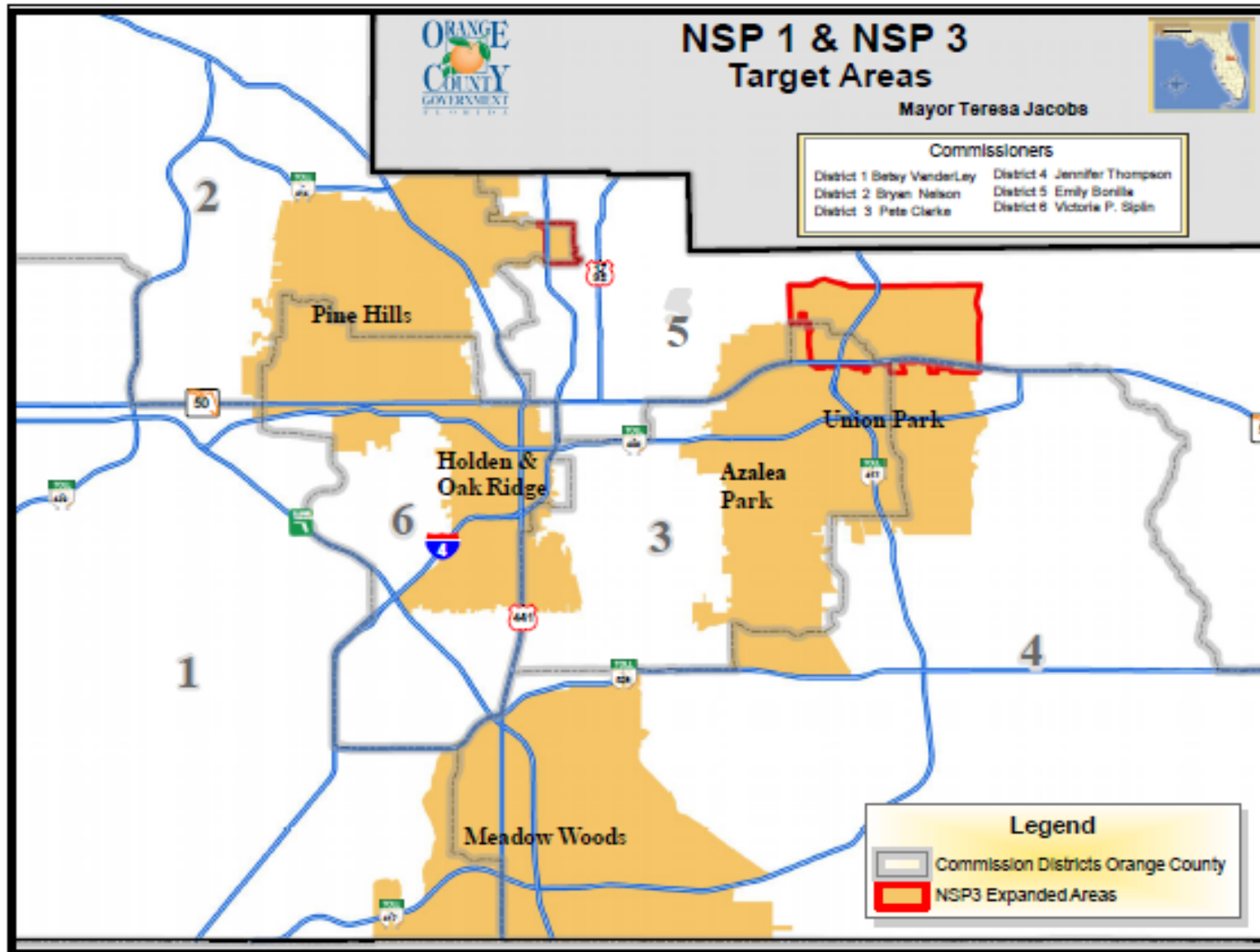
3. The provisions of the prime contract shall be incorporated by the Contractor into the contracts of any applicable subcontractors.
- I. Lead-Based Paint – If the project is subject to 24 CFR Part 35 for the purposes of the Lead-based Paint Poisoning Prevention Act, it shall be the responsibility of the applicant to comply with all of the requirements of 24 CFR Part 35 and include all appropriate costs in the project costs.
- J. Conflict of Interest - No person who (1) is an employee, consultant, officer, elected or appointed official of Orange County or of any applicant who receives NSP funds and who exercises or has exercised functions or responsibilities with respect to assisted construction/rehabilitation activities or (2) is in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from the activity, or have interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during tenure or for one year thereafter. The following conflict of interest provisions apply: for units of general government, 24 CFR Section 85.36; for non-profit organizations, OMB Circular A-110; and for all others, 24 CFR Section 92.356.
- K. NSP Rental Housing Requirements:
 1. Assisted Units

All housing units assisted with NSP funds shall be rented to low or very low-income households at rent levels affordable to this income group. Maximum income and maximum rents levels are published annually by HUD and distributed by the Florida Housing Finance Corporation (see Exhibit F).
 2. Income Eligibility

Applicants shall verify and document the income of all persons receiving services under the Project in accordance with the income requirements of this RFP. Annual household income shall not exceed 60 percent of the Area Median Income (AMI) adjusted by family size for NSP assisted, special targeting set-aside units and 50 percent AMI for very low-income set-aside units (Exhibit F).
- L. Additional Requirements:
 1. Long-Term Affordability Requirements – NSP assisted units within projects shall be affordable for a minimum of twenty-five (25) years. A restrictive covenant detailing the affordability requirements will be recorded against the property.

2. Housing Quality Standards - Rental units assisted with NSP funds shall be in compliance with the Housing Quality Standards (HQS) and local code requirements for the duration of the project's affordability period. The project is subject to HQS inspections by the County at least every two years.
3. Enforcement - The County shall legally enforce the restrictions and conditions of NSP funding through either restrictive covenants running with the property, deed restrictions, or other legally binding agreements between the selected applicant and the County.
4. Tenant Selection - An owner of rental housing assisted with NSP funds shall adopt written tenant selection policies acceptable to Orange County.
5. Eligible Properties – Project may be vacant land or one or more buildings on a single site or multiple sites that are under common ownership, management and financing.
6. Ineligible Properties Include:
 - Public housing units
 - Commercial properties

EXHIBIT A



**EXHIBIT B
ORANGE COUNTY MULTI-FAMILY PROGRAM
APPLICATION**

Project Name: _____

Applicant _____

Contact Person (if different) _____ Title: _____

Street _____ City: _____

State: _____ Zip Code: _____ Email Address: _____

Applicant's Employer Identification Number: _____

Applicant's Status:	Legal	Individual	Corporation
	_____	Partnership	_____ Limited Liability Cor.
	_____	Limited Partnership	_____ Tax Exempt Non Profit

Date and State of Incorporation, if applicable: _____

Legal Name of **Owner**, if different from Applicant: _____

Street _____ City: _____

State: _____ Zip Code: _____

Telephone Number: _____ Contact Person: _____

Owner's Employer Identification Number: _____

Owner's Legal Status:	_____ Individual	_____ Corporation
	_____ Partnership	_____ Limited Liability Cor.
	_____ Limited Partnership	_____ Tax Exempt Non Profit

Date and State of Incorporation, if applicable: _____

Has the owner or any person having a 25 percent or greater ownership interest ever been:

_____ Yes	_____ No	Party to a bankruptcy, been in receivership, or adjudicated as bankrupt?
_____ Yes	_____ No	Denied a business-related license or had it suspended or revoked by any administrative, governmental, or regulatory agency?
_____ Yes	_____ No	Debarred, suspended, or disqualified from contracting with any

government agency?

If any of the above are answered "yes", please furnish details in a separate attachment

PROPERTY INFORMATION:

Total Number of Rental Units: _____ New Construction _____ Rehabilitation _____

Special Targeting Units _____ Total Number of NSP units _____

Number of Separate Buildings: _____ Number of Stories in Buildings: _____

Structure Type: _____ Single Story Up to 4 Stories _____ Duplex High Rise _____ Row/Townhouse Other _____

Proof of Ownership or Site Control (complete copies of all documents must be submitted)
Recorded Deed _____

Written Option Agreement _____

Written Purchase Agreement _____

Other: (describe) _____

Past or Present Government Assistance to this Property

Has this project ever received government funding or financing support under current of past ownership?

_____ Yes _____ No _____ Unknown

(If "YES", identify program and give full details, including any default or nonpayment)

ADDITIONAL INFORMATION

Acquisition price of property: _____

Appraised Value: _____ Date: _____ (Attach Copy)

County Appraiser's Valuation: _____

Amount of funds requested: NSP \$ _____

Sources of Financing:

Federal Funds \$ _____

State of Florida \$ _____

Local Government \$ _____

Private Funds: \$ _____

Other Sources: (Please identify) \$ _____

Total Project Costs: \$ _____

Per Unit Cost

\$ _____

The applicant certifies that the information in this application is true, correct and authentic.

Authorized Official Signature

Date

Name (Typed)

Title (Typed)

Witnessed by:

Signature

Date

Title

EXHIBIT C

NSP SUBMISSION CHECKLIST

Applicant(s) shall submit the following information with their proposal:

1. Applicant's Experience and Financial Strength

- A. _____ Summary of Developer experience and list of housing projects completed
- B. _____ Developer's financial strength to include audited financial statements, corporate tax returns, and if any individual borrower or grantor include personal financial statement, and personal tax returns
- C. _____ Summary of debt repayment history including details related to foreclosure proceedings, settlements, deficiency judgments and notes during the past five years.
- D. _____ Summary of management agent experience in managing multi-family rental housing and lists of affordable housing communities managed
- E. _____ List of References

2. Project's Economic Viability and Financial Strength

- A. _____ Detailed description of the proposed construction or rehabilitation development, including property address, legal description, Census Tract, property identification number, acreage, present zoning, type of construction, number of units, number of NSP units, unit bedroom mix and size, current rental rates and proposed rental rates, and proposed amenities. Include a location map, site layouts, and if available, elevation drawings of proposed finish.
- B. _____ Detailed Operating Proforma (Exhibit C) for project
- C. _____ Development Cost Proforma (Exhibit D)
- D. _____ Five Year Operating Proforma (Exhibit E)
- E. _____ Physical Needs Assessment (existing buildings only)
- F. _____ Management and Affirmative Marketing Plan
- G. _____ Project Completion Schedule
- H. _____ Interior/Exterior Pictures of the Development (if available)

EXHIBIT C

NSP SUBMISSION CHECKLIST

3. Ability to Proceed

- A. _____ Provide clear evidence of site control
- B. _____ Provide evidence of appropriate zoning
- C. _____ Provide evidence of electricity
- D. _____ Provide evidence of water
- E. _____ Provide evidence of sewer
- F. _____ Provide evidence of roads
- G. _____ Neighborhood Impact
- H. _____ Community Collaboration
- I. _____ Evidence of foreclosure

4. Special Needs Set Aside

- A. _____ Provide list of design features that will assist disabled individuals

5. Special Targeting for Very Low-Income

- A. _____ Provide documentation committing the percent and number of very low-income units for compare to the total units. Provide the affordability levels for all the units.

6. Sustainable Affordable Living

- A. _____ Provide development team details
- B. _____ Detail water conservation measures to be employed
- C. _____ Detail energy efficiency measures to be employed
- D. _____ Detail building materials and techniques that will conserve natural resources
- E. _____ Details materials to be employed that do not cause negative health impacts for residents
- F. _____ Proximity to community services
- G. _____ Proximity to public transit

7. Bonus

- A. _____ Schedule of Subcontracting-Service Disabled Veterans Form- Exhibit J
- B. _____ Welfare Recipients Form - Exhibit M

C. _____ Letter of Intent – Verification of Service Disabled Veterans Utilization -
Exhibit N

EXHIBIT C

NSP SUBMISSION CHECKLIST

8. Other Items

- A. _____Emergency Contact and Acknowledge of Addenda - Exhibit H
- B. _____Conflict/Non/Conflict of Interest and Litigation Statements - Exhibit J
- C. _____Authorized Signatories/Negotiators Form - Exhibit K
- D. _____Drug-Free Workplace Form - Exhibit L
- E. _____E-Verification Certification - Exhibit O
- F. _____Relationship Disclosure Form - Exhibit P
- G. _____Orange County Specific Project Expenditure Report - Exhibit R
- H. _____Agent Authorization Form - Exhibit K

EXHIBIT D		
Operating Proforma		
DESCRIPTION	Annual	Per Unit
Revenue		
Gross Potential Rental Revenue		
Other Income		
Washer/Dryer Rentals		
Cable TV		
Miscellaneous Income		
Interest Income		
Gross Potential Income		
Less:		
Vacancy and Collection Loss		
Collection Loss		
Total Effective Gross Revenue		
Expenses		
Fixed:		
Real Estate Taxes		
Insurance		
Variable:		
Management Fee		
General and Administrative		
Payroll Expenses		
Utilities		
Marketing and Advertising		
Maintenance and Repairs		
Grounds Maintenance and Landscaping		
Reserve for Replacements		
Other		
Total Expenses		
Net Operating Income		
Debt Service Payments		
First Mortgage		
Second Mortgage		
Third Mortgage		

Other: SAIL Loan		
Other: All Mortgages and Fees		
Total Debt Service Payments		
Operating Income After Debt Service - Before Tax		
Cash Flow		

**EXHIBIT E
DEVELOPMENT COST PROFORMA***

DEVELOPMENT COSTS	
<i>Actual Construction Costs</i>	HC ELIGIBLE
Accessory Buildings	
Demolition	
New Rental Units	
*Off-Site Work (explain in detail)	
Recreational Amenities	
Rehab of Existing Common Areas	
Rehab of Existing Rental Units	
Site Work	
Other (explain in detail)	
Actual Construction Cost	
General Contractor Fee See Note	
A1. Total Actual Construction Costs	
<i>General Development Costs</i>	
Accounting Fees	
Appraisal	
Architect's Fee - Site/Building Design	
Architect's Fee - Supervision	
Builder's Risk Insurance	
Building Permit	
Brokerage Fees - Land/Buildings	
Capital Needs Assessment	
Engineering Fees	
Environmental Report	
FHFC Fees	
OCHFA Fee	
Credit Underwriting Fees	
*Impact Fees (list in detail)	
Inspection Fees	
Insurance	
Legal Fees	
Market Study	
Marketing/Advertising	
Property Taxes	
Soil Test Report	
Survey	
Title Insurance & Recording Fees	
Utility Connection Fee	
*Other (explain in detail)	
A1.Total General Development cost	

* Proforma format similar to Florida Housing RFA	
<i>Financial Costs</i>	
Construction Loan Origination/Commitment Fee(s)	
Construction Loan Credit Enhancement Fee(s)	
Construction Loan Interest	
Permanent Loan Origination/Commitment Fee(s)	
Permanent Loan Enhancement Fee(s)	
Permanent Loan Closing	
*Other(explain in detail	
A3. Total Financial Cost	
Other Development Cost	
Acquisition Cost	
Contingency Reserves	
Other (Explain in Detail)	
A.4 Total Other Development Cost	
C. Development Cost (A1+A2+A3+A4)	
D. Developer's Fee	
E. Operation Deficit Reserves	
F. Total Land Cost	
G. Total Development Cost (C+D+E+F)	

DETAIL EXPLANATION SHEET

Totals must agree with Pro Forma. Provide description and amount for each item that has been completed on the Pro Forma.

Actual Construction Cost

Off –Site Work:

Other:

General Development Costs

Impact Fees:

Other:

Financial Costs

Other:

Acquisition Cost of Existing Developments

Other:

CONSTRUCTION/REHAB FINANCIAL ANALYSIS

	AMOUNT
A. Total Development Costs	\$
B. Construction/Rehab Funding Sources:	
1. HC Equity Proceeds paid prior to completion of construction which is prior to receipt of financial certificate of occupancy or in the case of rehabilitation, prior to placed-in service date as determined by the applicant	\$
2. First Mortgage Financing	\$
3. Second Mortgage Financing	\$
4. Third Mortgage Financing	\$
5. Grants	\$
6. HC Equity Bridge Loan	\$
7. USDA RD Financing	\$
8. Other	\$
9. Other	\$
10. Deferred Developer Fee	\$
11. Total Construction/Rehab Funding Surplus	\$
C. Construction/Rehab Funding Surplus (B11. Total Construction/Rehab Sources Source, less A. Total Development Costs):	\$

PERMANENT FINANCIAL ANALYSIS

	AMOUNT
A Total Development Costs	\$
B. Permanent Funding Sources:	
1. HC Syndication/HC Equity Proceeds	\$
2. First Mortgage Financing	\$
3. Second Mortgage Financing	\$
4. Third Mortgage Financing	\$
5. Grants	\$
6. USDA RD Financing	\$
7. Other	\$
8. Other	\$
9. Deferred Developer Fee	\$
10. Total Permanent Funding Sources	\$
C. Permanent Funding Surplus (B10. Total Permanent Funding Sources Source, less A. Total Development Costs):	\$

**EXHIBIT F
FIVE YEAR OPERATING PROFORMA**

DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Income					
Gross Potential Rental Revenue					
Other Income					
Washer/Dryer Rentals					
Cable TV					
Miscellaneous Income					
Gross Potential Income					
Less:					
Vacancy Loss					
Collection Loss					
Total Effective Gross Income					
Expenses					
Fixed:					
Real Estate Taxes					
Insurance					
Variable:					
Management Fee (5%)					
General and Administrative					
Payroll Expenses					
Utilities					
Marketing and Advertising					
Maintenance and Repairs					
Management Unit					
Reserve for Replacements					
Other					
Total Expenses					
Net Operating Income					
Debt Service Payments					
First Mortgage					
Second Mortgage					
Other Loans/Grants					
Total Debt Service Payments					

Operating Income After Debt Service - Before Tax Cash Flow					
Debt Service Coverage Ratios					
DSC - First Mortgage					
DSC - Total Mtgs.					
Financial Ratios					
Operating Expense Ratio					
Break-Even Ratio					

EXHIBIT G

2017 INCOME LIMITS

Household Size	50% AMI	60% AMI
1	\$20,450	\$24,540
2	\$23,400	\$28,080
3	\$26,300	\$31,560
4	\$29,200	\$34,040
5	\$31,550	\$37,860
6	\$33,900	\$40,680
7	\$36,250	\$43,500
8	\$38,550	\$46,260

2017 BEDROOM RENTS LIMITS

	1	2	3	4	5
40%	438	526	607	678	478
50%	548	657	759	847	935
60%	657	789	911	1,017	1,122

Income and rent limits are published annually by HUD.

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____

ACKNOWLEDGEMENT OF ADDENDA

The Proposer shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications, scope of services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No._____, Date_____ Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

- To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

- The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email

(Signature)	(Date)
(Title)	
(Name of Business)	

The Proposer shall complete and submit the following information with the proposal:

Type of Organization

____ Sole Proprietorship	____ Partnership	____ Non-Profit
____ Joint Venture *	____ Corporation	

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER’S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is _____

* *Joint venture firms must complete and submit with their Proposal the form titled “Information for Determining Joint Venture Eligibility”, and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties’ respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal*

DRUG-FREE WORKPLACE FORM

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

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

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Proposer's Signature

Date

**DISPLACED WORKER
PROPOSED HIRING INFORMATION**

Section I: To be Submitted with Proposal

Firm: _____

Address: _____

Phone Number: _____

Email Address: _____

Number of Individuals to be Hired: _____

Signature of Authorized Representative of Above Firm: _____

Printed Name: _____

Section II: For CareerSource Central Florida Use Only (To be Completed After Contract Award)

Verification: I certify that the below individual are eligible.

Individual Complete Name:

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

**CareerSource Central Florida
390 North Orange Avenue, Suite 700
Orlando, Florida 32805
407-531-1222**

Signature: _____

Printed Name: _____

LETTER OF INTENT

(VERIFICATION OF M/WBE UTILIZATION)

INSTRUCTIONS Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each M/WBE Sub-Contractor(s) listed by the Proposer on the schedule of Subcontracting-M/WBE participation form. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on the schedule of Subcontracting-M/WBE participation form of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72-hour prompt payment clause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

M/WBE Sub-Contractor

Specific Scope(s) of Work/Services

Subcontract Percentage/Amount

I, _____, (M/WBE Sub-Contractor) understand that "It is my responsibility to submit the required Monthly M/WBE utilization reports to the Prime and Final M/WBE payment verification form to Business Development Division."

Failure to submit the required documents could negatively impact my M/WBE certification.

I understand that I shall not be allowed to substitute or change sub-Contractors without prior written approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's M/WBE requirements and goals contained in the Orange County Minority/Women Business Enterprise Ordinance, No. 94-02, as amended by Ordinance No. 98-25 and any subsequent amendments.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Authorized Agent of Prime Contractor Date

Printed Name & Title

Authorized Agent of M/WBE Sub-Contractor Date

Printed Name & Title

M/WBE Address

City State Zip Code

Phone Number Fax Number

LETTER OF INTENT

(VERIFICATION OF SERVICE-DISABLED VETERAN UTILIZATION)

INSTRUCTIONS Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each Service-Disabled Veteran Sub-Contractor(s) listed by the Proposer on the schedule of Subcontracting-Service-Disabled Veteran participation form. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on the schedule of Subcontracting-Service-Disabled Veteran Sub-Contractor participation form of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72-hour prompt payment clause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

Service-Disabled Veteran Sub-Contractor

Specific Scope(s) of Work/Services

Subcontract Percentage/Amount (**ONLY USED TOWARD BONUS POINTS**)

I understand that I shall not be allowed to substitute or change sub-Contractors without prior written approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's Service-Disabled Veteran Business requirements contained in the Orange County's Service-Disabled Veteran Business Ordinance, No. 2011-11 and any subsequent amendments.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Authorized Agent of Prime Contractor

Date

Printed Name & Title

Authorized Agent of Service-Disabled Veteran Sub-Contractor

Date

Printed Name & Title

Service-Disabled Veteran Address

City

State

Zip Code

Phone Number

Fax Number

E VERIFICATION CERTIFICATION

Contract No.Y18-134-PD

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y18-134-PD, Multi-Family Affordable Housing Development Under the Neighborhood Stabilization Program**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Procurement Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON PROPOSER:

Legal Name of Applicant:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

___ YES ___ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

For Staff Use Only:

Date Submitted _____
Date Updated _____
Bid Number # _____

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Bidder
Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any

national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division

processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
TOTAL EXPENDED THIS REPORT			\$

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

_____ Date

_____ Signature of Principal or Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT**
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the

County Mayor, with any other member of the [BCC], or with any member of a procurement committee.” (See Section 2-351, Orange County Code.) *Lobbying* also means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the

BCC members. This information will accompany the other information for the principal's project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB/RFP NUMBER AND TITLE) _____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. Name of Agent or Broker Street Address City, State, Zip	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 2. Name of Insured Street Address City, State, Zip	INSURER A:	
	INSURER B:	
	INSURER C: 3.	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 8.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSR	SUBR W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
3.	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC	4.	5.	6.	7.		EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$ \$
	AUTOMOBILE LIABILITY 9. <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY 10. <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
11.							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Orange County Government is additionally insured on the General Liability Policy. A waiver of subrogation applies in favor of Orange County Government, it's agents, employees, and officials on the Worker's Compensation Policy.

CERTIFICATE HOLDER 13. Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, Florida 32801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 14.

ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

- 1. PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
- 2. INSURED:** Legal name and address of the entity entering into the contract or agreement
- 3. INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
- 4. ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
- 5. SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
- 6. POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
- 7. POLICY EFFECTIVE/EXPIRATION DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
- 8. LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
- 9. AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
- 10. WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
- 11. OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
- 12. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
- 13. CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
- 14. AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

EXHIBIT B

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

POLICY NUMBER: _____ COMMERCIAL GENERAL LIABILITY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 nd FLOOR ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY
INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801

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©NCCI Holdings, Inc.

EXHIBIT E

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2nd FLOOR
ORLANDO, FL 32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.