HOUSING FINANCE AUTHORITY OF VOLUSIA COUNTY
REQUEST FOR STATEMENT OF QUALIFICATIONS

RSQ NO. 01-2020HFAVC
FINANCIAL ADVISOR SERVICES

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<th>Submittal Due Date</th>
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<td>Wednesday, March 18, 2020</td>
<td>3:00 p.m., EST</td>
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Submit Responses To:
Housing Finance Authority of Volusia County
P.O. Box 15200
Daytona Beach, FL 32115

Project Contact:
Sarah L. Metz, Esq.
Phone: 386-254-6875 • Fax: 386-257-1834
E-mail: smetz@daytonalaw.com

1.0 PURPOSE & OVERVIEW
The purpose of this Request for Statement of Qualifications (RSQ) is to select the most highly qualified firm(s) to provide the requested services. Submittals will be reviewed and evaluated as to qualifications to perform the services required. The Housing Finance Authority of Volusia county (“HFAVC”) may select multiple firms.

2.0 SCOPE OF SERVICES
The HFAVC is seeking a financial advisor to provide professional financial advice from time to time on various matters involving the issuance of notes and bonds to finance various affordable housing projects and the sale and delivery of the bonds. The services include but are not limited to:

A. Assist the HFAVC with the development and analysis of proposed bond financing structures. Advise the HFAVC in connection with the economic feasibility of a bond issuance, bond refunding, or bond restructuring.

B. Advise the HFAVC in each step of the bond issuance process, including advice with respect to timing, takedown, interest rates, and associated fees. Prepare a written analysis and recommendation on all substantive matters pertinent to each proposed transaction.

C. Review, analyze, and make recommendations with respect to housing and financing proposals made to the HFAVC by investment bankers, developers, nonprofit community groups, or others. Evaluate the financial strength of a multifamily project proposal, developer’s financial situation and experience,
assumptions made with regards to income and expenses, marketability of the project, and architecture and site plans.

D. Attendance as requested at HFAVC meetings.

E. Review cash flows, evaluate bond pricing by the underwriters, review bond documents, and official statements. Participate in all necessary meetings prior to the bond issuance and, if necessary, in activities associated with rating agency reviews.

F. Participate, to the extent required, in bond closings.

G. Perform related services and special studies as needed.

2.1 Qualifications
The preferred firm will have significant and demonstrated experience in working with projects of similar size and scope.

3.0 GENERAL TERMS & CONDITIONS

3.1 Definitions
As used in this RSQ, the following terms shall have the meanings set forth below:

Consultant: The person with education and/or experience which uniquely qualifies him or her to perform a specialized service for the HFAVC.

Consultant’s services: Those services within the scope of work of this solicitation that are in an advisory nature to support policy development, decision-making, administration, or management of the HFAVC; normally provided by persons and/or organizations considered to have prerequisite knowledge or special abilities not generally available in the HFAVC.

Contract: The document resulting from this solicitation between the HFAVC and the awarded Respondent, including this RSQ, and the awarded Respondent’s response along with any written addenda and other written documents, which are expressly incorporated by reference.

Contractor: That person or entity duly authorized, upon award of a contract, to have a Contract with the HFAVC to provide the product and/or services set forth herein and incurring liability for the same.
**Contract Administrator:** General Counsel to the HFAVC or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the General Counsel to HFAVC.

**Day:** The word “day” means each calendar day or accumulation of calendar days.

**Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

**Proposal:** The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.

**Respondent:** One who submits a response to a request for statement of qualifications (RSQ).

**Respondent’s Project Manager:** The Project Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.

### 3.2 RSQ Schedule and Closing Date

This RSQ will be released on February 19, 2020. All submissions shall be sealed and received by the HFAVC no later than 3:00 p.m. on Wednesday, March 18, 2019, c/o Sarah L. Metz, Smith Bigman Brock, P.O. Box 15200, Daytona Beach, FL 32115. Submissions received after this time will not be considered.

### 3.3 Delivery of Proposals

All proposals shall be sealed and delivered or mailed to:

Housing Finance Authority of Volusia County  
c/o Sarah L. Metz, Esq.  
P.O. Box 15200  
Daytona Beach, FL 32115

Mark package(s) “RSQ NO. 01-2020HFAVC”

To be considered, a proposal must be received and accepted before the closing date and time.

The proposal form must be signed by an official authorized to legally bind the respondent to all RSQ provisions contained herein.

Terms and conditions differing from those in this RSQ may be cause for disqualification of the proposal.
3.4 Proposal Form

See Submittal Requirements for complete details

A. Firms interested in providing the required professional services shall submit one (1) COMPLETE electronic copy on a USB drive in searchable PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the RSQ Submittal shall include ALL submittal requirements, as detailed in Section 4.0.

   a. Note the solicitation number and name of company on the USB drive.

   b. Do not send confidential information, proprietary information, or trade secrets.

B. Terms and conditions differing from those in this RSQ may be cause for disqualification of the RSQ.

C. The Proposal Form (Section 4.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.

D. Failure to provide the required information may result in the proposal not being considered. Submittals shall be clear, concise, indexed by subject, formatted on letter size paper. Submittals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages must be received by the advertised deadline.

3.5 Questions, Clarification and Addenda Concerning RSQ

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions or requests concerning any portion of this RSQ shall be directed in writing by e-mail to the Agent named below, who shall be the official point of contact for this RSQ.

The subject line should read: "Questions on "RSQ-01-2020HFAVC"

Sarah L. Metz, Esq.
Smith Bigman Brock
Telephone (386)254-6875
Fax (386)257-1834
E-mail- smetz@daytonalaw.com
The HFAVC will not be responsible for any oral representation(s). The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If it becomes necessary to revise or amend any part of this RSQ, notice may be obtained by accessing the website. Respondents in their proposal must acknowledge receipt of amendments. Each respondent should ensure that they have received all addenda and amendments to this RSQ before submitting their proposal. Please check for any addenda on the HFAVC website at https://www.volusia.org/government/special-districts/vchfa.stml.

3.6 Award
The HFAVC reserves the right to award the Contract to the Respondent(s) that the HFAVC deems to offer the best overall proposal. The HFAVC is therefore not bound to accept a proposal based on revenue. In addition, the HFAVC at its sole discretion, reserves the right to cancel this RSQ, to reject any and all proposals, to waive any and all informalities and/or irregularities, to ask for best and final offers or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the HFAVC to do so.

3.7 Assignment
The awarded Respondent shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of the HFAVC.

3.8 Contract
The contents of this RSQ and all provisions of the successful proposal deemed pertinent by the HFAVC may be incorporated into a contract and become legally binding. Contract language supersedes those in any other part of this document. Content of the Contract may contain changes as a result of the RSQ process and submittal received. The Contract shall include, at minimum, the terms and conditions as outlined in RSQ and subject to review by the HFAVC general counsel or designee for determination of legal form and substantive sufficiency prior to approval and execution and contain additional terms and conditions that the HFAVC deems in its best interest.

3.9 Public Records Law; Disclosure of RSQ Content
All material submitted becomes the property of the HFAVC and may be returned only at the HFAVC’s option. The HFAVC has the right to use any or all ideas presented in any reply to this RSQ. Selection or rejection of any proposal does not affect this right.

A. Pursuant to section 119.0701(2)(a), Florida Statutes, the HFAVC is providing Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-254-6875, smetz@daytonalaw.com, by mail, Housing Finance Authority of Volusia County, Attn: Sarah L. Metz, Esq., P.O. Box 15200, Daytona Beach, FL 32115.

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

a. Keep and maintain public records required by the HFAVC to perform the services and work provided pursuant to this Contract.

b. Upon request from the HFAVC’s custodian of public records, provide the HFAVC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the HFAVC.

d. Upon completion or termination of the Contract, transfer, at no cost, to the HFAVC all public records in the possession of the Contractor or keep and maintain public records required by the HFAVC to perform the service. If the Contractor transfers all public records to the HFAVC upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the HFAVC, upon request from the HFAVC’s custodian of public records.
C. Requests to inspect or copy public records relating to the HFAVC’s Contract for services must be made directly to the HFAVC. If Contractor receives any such request, Contractor shall instruct the requestor to contact the HFAVC. If the HFAVC does not possess the records requested, the HFAVC shall immediately notify the Contractor of such request, and the Contractor must provide the records to the HFAVC or otherwise allow the records to be inspected or copied within a reasonable time.

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

3.9 Conflict of Interest, Clean Hands and Significant Stakeholders Disclosure Form

All Respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.10 Licenses and Certificates

The HFAVC reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulation, and laws of their community and the state of Florida, such as but not limited to: occupational licenses, business licenses, Florida sales tax registration, Federal Employers Identification Number. Each firm must be licensed to do business in its area of expertise in the State of Florida. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract. Those firms in Volusia County must have occupational licenses in the name of the business and address submitted in the proposal.
3.11 Respondent’s Responsibility
A Respondent, by submitting a proposal, represents that:

A. The Respondent has read and understands the RSQ in its entirety and that the proposal is made in accordance therewith.

B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the HFAVC.

3.12 Minor Irregularities
The HFAVC reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the HFAVC. Minor irregularities are defined as those that have no adverse effect on the HFAVC’s best interests and will not affect the outcome of the selection process by giving the Respondent an advantage or benefit not enjoyed by other Respondents.

3.13 Governing Laws
All legal proceedings brought in connection with the Contract executed for the services provided as award under this RSQ Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Volusia County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each Respondent agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against Respondent. In the event of a legal proceeding, the action shall be by non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law. In the event that a suit is brought for the enforcement of any term of the Contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.14 Evaluation and Selection Criteria
The HFAVC will review each proposal. Proposer may be requested to appear before the HFAVC to answer questions or give additional information regarding the project or for a formal presentation. Proposals will be evaluated as to the proposal which offers the best overall proposal and is deemed to be the most advantageous and yield the greatest benefit to the HFAVC. No one factor will outweigh any other for evaluation purposes. At the discretion of the HFAVC, some or all proposals
may be ranked in order of meeting the overall requirements of the project. The HFAVC reserves the right to negotiate with any, one, or all the ranked proposers.

3.15 Incurred Expenses
This RSQ does not commit the HFAVC to a contract. Nor shall the HFAVC be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RSQ, or any cost or expense incurred by the Respondent prior to the execution of a contractual agreement.

3.16 Post-Proposal Discussions with Respondents
It is the HFAVC’s intent to award a Contract to the Respondent deemed most advantageous to the HFAVC in accordance with the evaluation criteria specified elsewhere in this RSQ. The HFAVC reserves the right however, to conduct post-closing discussions with any Respondent who has a realistic possibility of award including, but not limited to: request for additional information, competitive negotiations, and best and final offers.

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

3.18 Minimum Specifications
The specifications listed in the Scope of Service are the minimum required performance specifications for this RSQ. They are not intended to limit competition nor specify any particular respondent, but to ensure that the HFAVC receives quality services.

3.19 Compliance with Laws and Regulations the Respondent
Contractor shall perform its obligations hereunder in accordance with all applicable federal, state, local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall indemnify, defend, and hold harmless the HFAVC and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused
or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, County of Volusia or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.

At time of submittal, Contractors must hold the required licensure to be the prime Contractor for all work to be performed under this RSQ. If any Contractor proposes to use a Subcontractor or sub-consultant to perform any work under this RSQ, such Subcontractor and/or sub-consultant shall, at the time of submittal, hold the required licensure for all work to be performed under this Contract as a Subcontractor and shall maintain such license(s) in full force and effect during the term of the awarded Contract. All licenses and permits required to perform Contractor’s duties under this RSQ, whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at each Contractor’s sole cost and expense, and shall not be a cost of the HFAVC. All required licenses and permits shall be maintained in full force and effect during the term of the awarded Contract.

3.20 Indemnification of the HFAVC
A. The Contractor shall indemnify, defend and hold harmless the HFAVC, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the HFAVC has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney’s fees, arising out of, resulting from, or incident to Contractor’s performance of its obligations in whole or part of this Contract, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the HFAVC.

B. In all claims against HFAVC, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

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

3.21 Records & Right to Audit
HFAVC shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by HFAVC, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section 3.21. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor’s privacy and confidentiality policies and procedures.

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

3.23 Force Majeure
The HFAVC and the respondent will exercise every reasonable effort to meet their respective obligations as outlined in this RSQ and the ensuing agreement, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control including, but not limited to, compliance with any Government law or regulation, acts of God, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.
3.24 Contractor’s Personnel
The Contractor shall be responsible for ensuring that its employees, agents, and Subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

By submission of a proposal, each Contractor certifies that it does not and will not, during the performance of the awarded Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the Contract, the Contractor shall agree to the following:

a. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 3.24.

The Contractor shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor.

The Contractor and any Subcontractor shall pay all employees working on the awarded Contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794), as amended.

Any information concerning the HFAVC, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Contractor, shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the HFAVC.

3.25 HFAVC/Contractor Relationship
Any awarded Contractor shall provide the services required herein strictly under a Contractual relationship with the HFAVC and is not, nor shall be, construed to be an agent or employee of the
HFAVC. As an independent Contractor the awarded Contractor shall pay any and all applicable
taxes required by law; shall comply with all pertinent Federal, State, and local statutes including,
but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal
Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible
for all income tax, FICA, and any other withholdings from its employees or Subcontractor’s wages
or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited
to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and
worker’s and unemployment compensation.

The independent Contractor shall hire, compensate, supervise, and terminate members of its work
force; shall direct and control the manner in which work is performed including conditions under
which individuals will be assigned duties, how individuals will report, and the hours individuals will
perform.

3.26 Scrutinized Companies-FL Statute Section 287.135 and 215.47
Contractor must certify that the company is not participating in a boycott of Israel. For Contracts
for goods or services of one million dollars or more, Contractor must also certify that Contractor
is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with
Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum
Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to
limited exceptions provided in state law. The HFAVC will not contract for the provision of goods
or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods
or services of one million dollars or more, any other scrutinized company as described above.
Contractor must submit the certification form (See Section 14.0). Submitting a false certification
shall be deemed a material breach of contract. The HFAVC shall provide notice, in writing, to the
Contractor of the HFAVC’s determination concerning the false certification. The Contractor shall
have five (5) Calendar days from receipt of notice to refute the false certification allegation. If
such false certification is discovered during the active contract term, the Contractor shall have
ninety (90) days following receipt of the notice to respond in writing and demonstrate that the
determination of false certification was made in error. If the Contractor does not demonstrate
that the HFAVC’s determination of false certification was made in error then the HFAVC shall have
the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida
Statutes, as amended from time to time.

3.28 Conflict of Interest Forms
All Respondents shall complete and have notarized the attached disclosure form of any potential
conflict of interest that the Respondent may have due to ownership, other clients, contracts, or
interest associated with the HFAVC. Contractors have a continuing obligation to provide a conflict
of interest form for any project for which services are provided to the HFAVC.
3.29 Fees
Provide a specific detailed proposal as to the Respondent’s requested total compensation, including any expense reimbursements. Fees proposed must include all charges relating to the services required under the contract and all out-of-pocket expenses, such as telephone, postage and shipping, printing and/or copy costs, and travel, if any. No costs will be reimbursed under the contract. FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION

4.0 SUBMITTAL REQUIREMENTS
It is not necessary to return every page of this document with the Proposal; return only the pages that require signatures or information as listed below.

Proposals shall include all the information solicited in this RSQ, and any additional data that the Respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized in sections tabbed in the order described below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

Submittal Format – Material shall be submitted in a searchable PDF format with each section bookmarked. The submittal should be saved to a USB drive.

NOTE: Failure of the Respondent to clearly and specifically address each of the items listed below may result in the Proposal not being evaluated or considered for award.

All proposals shall include, at a minimum:

Bookmark 1. Qualification Data
A. A submittal letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations’ Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RSQ, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm’s letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.

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

D. A Florida Department of State, Division of Corporations’ Sunbiz report available at www.sunbiz.org;

E. Ownership interests;

F. Active business venues (counties, states, etc.);

G. Present status and projected direction of business;

H. The overall qualifications of the business to provide the services requested;

I. The qualifications of the firm’s employees who will work on this Contract, including resumes demonstrating the experience of the personnel that will be directly involved with this project;

Bookmark 2. Resources
A brief description of what additional resources the potential Respondent possesses to complete this project.

Bookmark 3. Cost
Provide a breakdown of the cost to perform the services outlined within the RSQ, including the estimated timeline required to perform the required services.

Bookmark 4. References
Provide three (3) references of the same or similar magnitude to this solicitation request, including company name, contact person, phone number and e-mail address. Provide a short description of work done for each reference, to include, if applicable, the name(s) of the project(s), location, type and value.
**Bookmark 5. Financial Stability**
A Dun and Bradstreet report may be used by the HFAVC to evaluate Respondent’s financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

**Bookmark 6. Forms**

**Business Tax Receipt (BTR)**
To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation. There are two exceptions to this submission requirement:

a. If Respondent’s business does not have a physical location in Volusia County, no submission is required, or
b. If Respondent’s business type is exempted, submit the attached Proof of Exemption form approved by the Volusia County Revenue Director (see Section 8.0).


**Professional Certification/Licenses**
Respondent and their sub-consultants/Subcontractors shall have a current professional license(s) from the appropriate governing board(s) to practice in the State of Florida at the time of its submittal. Respondent and their sub-consultants/Subcontractors shall submit with their submittal, copies of their professional license. Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

**Insurance**
The selected Contractor must provide evidence of current liability insurance to include errors and omissions insurance in the amount of $1 million prior to signing a contract resulting from this RSQ. Incorporated and unincorporated firms that qualify for an exemption under the Florida Worker’s Compensation law in Chapter 440 Florida Statutes shall submit an executed waiver relieving the HFAVC of liability in the event they are injured while providing goods and/or services to the HFAVC.

**Conflict of Interest Disclosure Form**
All Respondents shall properly complete, have notarized, and include with their proposal the attached statement disclosing any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interests associated with this project. (see Section 10.0)
**W-9.**
Include a completed W-9 form.

**Addenda**
Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm’s proposal. Failure to return signed addenda may be cause for the proposal to be considered non-responsive.

A. Drug-Free Work Place Form (see Section 10.0)
B. Certification Regarding Debarment (Prime) Form (see Section 11.0)
C. Certification Regarding Prohibition Against Contracting with Scrutinized Companies (see Section 12.0)
5.0 PROPOSAL FORM
____________ __, 2020

TO: Housing Finance Authority of Volusia County
c/o Sarah L. Metz, Esq.
444 Seabreeze Blvd., Ste 900
Daytona Beach, FL 32118

The undersigned hereby declares that [firm name] ______________________________________ has carefully examined the specifications to furnish the HFAVC with financial advice regarding upcoming bond projects for which proposals were advertised to be received no later than 3:00 p.m., EST, March 18, 2020, and further declare that the firm will furnish the services according to specifications contained herein.

Please respond to the following pertaining to the cost of services:

Sole Proprietor □ YES □ NO  Total number of employees _______

Each vendor will provide an hourly cost schedule for personnel to be used to supply these services or describe the type of costing schedule normally used in these types of projects. (Submit in Bookmark 4)

Prompt Payment Discount, if applicable: _________ % ________ Days; Net 45 Days

Have you supplied all the Submittal Requirements outlined below?

Modify to match your solicitation submittal requirements

□ Bookmark 1 - Qualification data, Submittal Letter and/or Memorandum of Authority
□ Bookmark 2 - Methodology
□ Bookmark 3 – Resources
□ Bookmark 4 – Cost Proposal
□ Bookmark 5 – References
□ Bookmark 6 - Financial Statement, upon request Insurance
□ Bookmark 7 – Forms
  o If you have a physical location in Volusia County, submit one of these:
    
    Current Business Tax Receipt   OR   Proof of Exemption Form
  o Professional Certification/Licenses
  o Proof of Insurance
o Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
o Conflict of Interest Form
o Tax Identification Number Form
o Any addenda pertaining to this RSQ
o Drug Free Workplace Form
o Certification Regarding Debarment (Prime) Form
o Certification Regarding Scrutinized Companies

The HFAVC reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the HFAVC.

I hereby certify that I have read and understand the requirements of this Request for Statements of Qualifications No. 01-2020HFAVC and that I, as the Respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Contract(s) and/or other transactions required by award of this RSQ.

Further, as attested to by below signature, I will provide the required insurance, per Section 3.21, Insurance Requirements above, upon notification of recommendation of award.

The Respondent acknowledges that information provided in this proposal is true and correct:

* ________________________________
  Authorized Signature
  ________________________________
  Printed Name
  ________________________________
  Title  Date
  ________________________________
  Company Name
  ________________________________
  Full Address
  ________________________________
  Telephone  Fax  E-mail Address
  ________________________________
  Dunn & Bradstreet #  Federal I.D. #
### 6.0 REFERENCES

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7.0 Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person’s name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the
discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent’s subcontractors and Respondent’s implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).
8.0  **HOLD HARMLESS AGREEMENT**

I, ________________________________, *(print owner’s name)*, am the owner of ________________________________, *(print company name)*, an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers’ compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers’ compensation insurance for its employees. I certify that I will provide the HFAVC with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee can work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the HFAVC or designated representative.

On ________________, 20___, the HFAVC and I or [the above-named business] entered into a contract for ________________________________ *(please insert name of contract)*, *(hereinafter “Agreement”) which is incorporated by reference herein.*

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers’ compensation claims or liens under Chapter 440, Florida Statutes, against the HFAVC and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the HFAVC or its agents, officials and employees or subcontractors.

In the event that a workers’ compensation claim or lien is made against the HFAVC and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the HFAVC, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the HFAVC, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the HFAVC or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment
shall be rendered against the HFAVC in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the HFAVC under Section 768.28, Florida Statutes.

Owner: ___________________________ (print name) ___________________________

Employee 1: ___________________________ (print name) ___________________________

Employee 2: ___________________________ (print name) ___________________________

Employee 3: ___________________________ (print name) ___________________________

STATE OF _____________________________
COUNTY OF ___________________________

Sworn to and subscribed before me this ____ day of ________________, 20____, by _______________________________________, who is/are personally known to me or who has/have produced ___________________________ as identification.

________________________________________
NOTARY PUBLIC – STATE OF
Type or print name:

________________________________________
Commission No.: ________________________
(Seal) Commission Expires: ________________________
9.0 **Conflict of Interest Form**

I HEREBY CERTIFY that

1. I, *(printed name)* ____________________________________________________________, am the *(title)* _______________________________________ and the duly authorized representative of the firm of *(Firm Name)______________________________, whose address is ____________________________________________________, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

**EXCEPTIONS to items above (List):** __________________________________________________________

______________________________________________________________________________

Signature: ____________________________________________________________

Printed Name: __________________________________________________________

Firm Name: ____________________________________________________________

Date: ____________________

STATE OF _____________________________
COUNTY OF ____________________________

Sworn to and subscribed before me this ____ day of ________________, 20____, by ______________________________________________________, who is/are personally known to me or who has/have produced ________________________________________ as identification.

______________________________________________________________________________

NOTARY PUBLIC – STATE OF ____________________________
Type or print name: ____________________________________________________________
Commission No.: ____________________________________________________________
(Seal) Commission Expires: ____________________

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10 Drug-Free Work Place

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that _____________________________ does:

(Name of Firm)

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, and 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 proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 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 this section.

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

Name and Title ____________________________ Date ______________

Signature ________________________ ________________

Firm ____________________________________

Street address City, State, Zip

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11 Certification Regarding Debarment (Prime)
Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Primary Covered Transactions

TO BE COMPLETED BY PRIME CONTRACTOR

1. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
   c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
   d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal

______________________________________ __________________
Name and Title Date

______________________________________
Signature

______________________________________
Firm

______________________________________
Street address City, State, Zip
12 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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

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

I understand and agree that the HFAVC may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

______________________________________ __________________
Name and Title      Date

______________________________________
Signature

______________________________________
Firm

______________________________________
Street address City, State, Zip