



Indian River County Purchasing Division
1800 27th Street
Vero Beach, FL 32960
Phone (772) 226-1416

Request for Proposals

Project Name: Single Family Housing Development in Gifford

RFP #: 2021014

RFP Opening Date: **September 21, 2021**

RFP Opening Time: **2:00 P.M.**

All Proposals must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late responses will be not be accepted or considered.

PLEASE SUBMIT:
(1) ONE MARKED ORIGINAL, AND
(5) COPIES OF YOUR BID, PLUS
ONE ELECTRONIC COPY AS A SINGLE PDF ON USB or CD

Refer All Questions to:
purchasing@ircgov.com

REQUEST FOR PROPOSALS

Notice is hereby given that the Indian River County Board of County Commissioners is requesting proposals from qualified firms for:

RFP # 2021014
Single Family Housing Development in Gifford

Detailed specifications are available at: www.demandstar.com or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>.

All submittals must be received by the Purchasing Division, 1800 27th Street, Room B1-301, Vero Beach, Florida 32960 by 2:00 p.m., Tuesday, September 21, 2021. Late submittals will not be accepted or considered.

The Board of County Commissioners reserves the right to accept or reject any and all proposals in whole or in part and to waive any technicality or irregularity.

PURCHASING MANAGER
INDIAN RIVER COUNTY

Publish: For Publication in the Indian River Press Journal
Date: Monday, July 26, 2021

Please furnish Tear Sheet, Affidavit of Publication, and Invoice to:

Indian River County
Purchasing Division
1800 27th Street
Vero Beach, FL 32960

Scope of Services – SF Housing Development (Former Gifford Gardens Site)

Overview

Indian River County hereby provides notice and requests proposals from developers interested in designing, obtaining development approvals, and developing a single-family residential subdivision with single-family homes, to be sold to income eligible households (earning between 80% and 120% of Area Median Income (AMI)). Please see **Exhibit A** for eligible household income ranges. The development would occur on a county owned property in Gifford, a Census Designated Place located in Unincorporated Indian River County, Florida. That property would be deeded to the successful proposer at no cost. Through this redevelopment opportunity, the County seeks to address one of its housing priorities, which is to increase the amount of homeownership in this area.

Successful developers should have the ability to design, build, and finance all aspects of the project, and should be able to assist with the promotion and marketing of the project to prospective buyers by coordinating with appropriate non-profit agencies and/or the public.

Site Information

The County is seeking to convey to a housing developer a +/- 3.33 acre county- owned parcel in Gifford, located at 4730 40th Avenue, Vero Beach, FL 32967.

The parcel is zoned RM-10, Residential Multi-family (up to 10 units per acre). Although this property has a multi-family residential zoning designation, single-family homes on as small as 7,000 square foot lots are permitted by right. Smaller single family housing lot sizes with reduced lot widths and setback requirements are possible under both the County's small lot subdivision regulations and under the County's Planned Development regulations (see **Exhibit B**). Because of the relative small size and configuration of the parcel, it is anticipated that the property will be developed under either the small lot subdivision requirements or as a Planned Development.



Aerial Photo, Former Gifford Gardens Site

Site Design

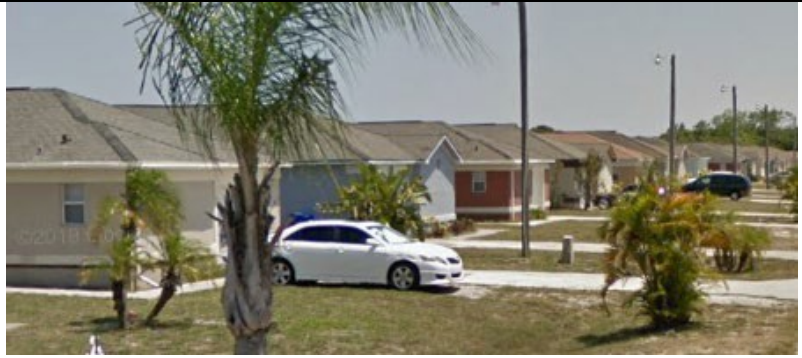
Based on preliminary analysis, the site represents an opportunity to develop up to 22 new Single-Family Housing Units each on small (approximately 5,000 to 7,000 square foot) lots which will provide all-ages housing options.

The Gifford Community offers recreational amenities including a Public Pool, Youth

Achievement Center, Day Care Centers, and Elementary and Middle Schools all within close proximity. Therefore, due to the small size of the parcel, it is not anticipated that any amenities will be required of the site developer. The site will, however, need to follow design standards for landscaping and storm water retention which should be designed to be attractive features of the development.

Design standards contained in this RFP must be followed in addition to all sections of the land development code. A table of the most relevant sections of the land development code for small lot subdivisions and Planned Developments which allow lot and site design dimensional exceptions are provided in **Exhibit B**.

The property has public water and sewer lines from Indian River County and power lines from Florida Power and Light. Storm water retention will need to be accommodated on-site.



Gifford School Small-Lot Subdivision (30th Avenue)

Development Incentives

The County has substantial assistance available for the development. In addition to the County providing the land for the development at no cost, the subject property has 55 multi-family **impact fee credits** and 22 multi-family **water and sewer capacity Equivalent Residential Unit (ERU) credits**. These credits are sufficient to cover all or nearly all of any potential impact fee and water and sewer capacity charges for the single-family development.

Financial assistance of up to \$350,000 is also available from County American Rescue Plan program funds to cover **site design, development and infrastructure costs** (site grading, installation of water and sewer lines, construction of street, etc.). To be eligible for this assistance, registration by the Developer in the SAM.gov database will be required.

With respect to the site design and approvals, County Community Development Department staff will assist as needed to **expedite the project**, provide code guidance, and work with developer and developer's engineer to shepherd the project through development review and approval processes.

County **assistance may also be available to income eligible home purchasers** for down payment and closing costs (dependent upon availability of State Housing Initiative Partnership (SHIP funds). Through that program an income eligible home buyer may obtain a deferred payment loan at 3% interest. The income-eligible buyer

must occupy the home for at least twenty years in order to receive loan forgiveness. If the home is sold or rented, the amortized amount of the loan is due to the County. The County is also open to other possibilities that may be presented by prospective developers.

Project Site Plan, Architectural Drawings, and Home Plans

A proposed site plan, with architectural drawings and home plans shall be submitted that show compliance with the design standards set forth in this solicitation. Compliance with all applicable codes and regulations of Indian River County and all other applicable governmental and regulatory entities and agencies is required, unless waivers are possible through established processes (e.g. Indian River County Planned Development Regulations).

The Proposed Project Site Plan must include:

1. Proposal lot layout and road with dimensions and square footages labeled
2. Location and size of storm water retention area(s)
3. Building envelopes with setbacks labeled
4. Proposed landscaping

The Proposed Architectural Drawings and home plans must include:

1. Proposed architectural drawings with materials labeled.
2. Proposed floor plans with square footages and dimensions labeled and purposes of the rooms labeled.

Developer's Agreement

Following the County Commission's selection of a Developer (one developer) and accompanying project plan for the overall property, the County will enter into an agreement for the conveyance of the property. The agreement will require approval by the County Commission.

The Agreement will specify terms and conditions and stipulate necessary actions required prior to the Developer acquiring fee simple title to the property. The Developer shall be responsible for the development of all aspects of the project, including the payment of all design, construction and development costs and all costs associated with the sale and/or marketing of the residential units. The Developer will be required to utilize the property only for the development, construction and sale of single-family homes to households with incomes between 80% and 120% of AMI. Further, the Developer shall comply with such requirements as the County determines to be in the public interest, including the obligation to begin construction within a reasonable time. Projects must comply with all applicable local, State and Federal Rules and regulations.

The items addressed in the Developer's Agreement may include, but are not limited to, the following:

- Design and construction details
- Marketing plans
- Affordability requirements including a requirement that households receive competitive fixed rate financing
- Platting requirements

- Regulatory approvals by the County
- Construction loan commitments
- Development budget
- Construction schedule
- Project timelines
- Minimum 10 year affordability time period for homes to be occupied by households with incomes between 80% AMI and 120% AMI at move in time and when property is sold to new owner(s). Developer shall propose method for allowing homeowner to sell property within the 10 year affordability period and allowing homeowner to walk away with a reasonable amount of money from appreciation in property value (developer to propose method/mechanism).
- Bond Requirement

Transfer of Title

The County will transfer title of the Property to the Developer via a special warranty deed in accordance with the terms of the sale and purchase **Developers Agreement**, as well as the agreement for the design and construction of the overall development and housing units. The Developer shall be responsible for all customary closing costs, including documentary stamp tax. Pursuant to section 163.380(2), Florida Statutes, the deed will contain a provision which prohibits the sale, lease or transfer of the Property without the prior written consent of the County until construction of all improvements has been completed. Residential units shall be subject to deed restrictions, restrictive covenants, or other applicable legal agreements to ensure compliance with income restriction requirements for a period of ten years.

Project Updates

The selected Developer shall commit to communicate project status to the Gifford Progressive Civic League, County Affordable Housing Advisory Committee, and other interested parties.

Incurred Expenses

The Developer shall be responsible for all expenses incurred preparing a response to this RFP, including submitting or presenting a Project Plan responsive to this redevelopment opportunity.

Code Requirements

The Developer, at its sole cost, must conform to all applicable permitting, planning, building, engineering, storm water and land development regulations. The Project shall also be subject to all review and approval procedures of the County, including Planning and Zoning Commission and BCC review. **Exhibit C** references some of the more applicable County Code Sections for overall site development.

Selection Committee Proposal Review

The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
 1. Each committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
 2. Each committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
 1. The rankings received by each firm from all committee members shall be totaled and divided by the number of committee members, to produce an average ranking.
 2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
 3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all committee members. The firm with the highest number of points will be awarded the higher ranking position.
 4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the committee is satisfied with the rankings.
 5. After interviews (if interviews are held), and based upon information learned during the interviews, each committee member will rank the firms in order of preference and a consolidated final committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.
- d. The Committee shall forward its recommendations in accordance with the ranking to the BCC, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
- e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

The evaluation criteria are described in **Exhibit D**. The BCC may accept any proposal that it deems to be in the public interest and reserves the right to reject any or all proposals.

Acceptance/Rejection/Modification to Proposals

The County reserves the right to cancel this Request for Proposals or to reject any and all Project Plans and RFP response submitted, in its sole discretion.

The County reserves the right to negotiate modifications to proposals that are deemed in the public interest, reject any and all proposals or waive minor irregularities in procedures.

Prior to final selection, the County reserves the right to discuss and/or negotiate terms with any or all

prospective Developers. Developer shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of Project Plans.

Revisions may be permitted after submission of proposals and prior to final selection.

Request for Additional Information

Developer shall furnish additional information as the County may reasonably require. This includes information that indicates financial resources as well as ability to develop the Project.

The County reserves the right to make investigations of the qualifications of the Developer as it deems appropriate, including, but not limited to, background investigation.

Right to Audit Records

The County shall be entitled to audit Developer's books and records to the extent such books and records relate to Developer's performance of obligations under the Developer's Agreement. Such books and records shall be maintained by Developer for a period of three (3) years from the date of the final completion of the Project.

Questions and Other Inquiries

Developers and their agents shall not communicate in any way with the Board of County Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction shall be effective from the time of project advertisement until the Board of County Commissioners meets to authorize ranking and/or award. Such communication may result in disqualification. This restriction also includes communication with anticipated members of the selection committee and community stakeholders. Any communication between a Developer and the County will be initiated by the appropriate County Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the RFP and Project Plan.

No oral interpretations will be made to any proposer as to the meaning of the request for proposal documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Indian River County (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the proposals. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to submitters will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each submitter, prior to submitting their response, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their submittal.

Proposal Content and Construction

Submit one marked original and five (5) copies, plus a USB drive or CD with an electronic copy of the proposal as a single pdf. Submittals must include and are requested to be organized as follows:

1. Company name, contact name, email and phone number of person(s) with authority to negotiate and enter into developer's agreement.
2. Company overview, history and related experience
3. Building and Planning Division Contacts at jurisdictions where projects were completed
4. Team member qualifications (individuals, engineering firm, builder, etc.)
5. Proposed development budget
6. Proposed all-inclusive sales prices of homes (corresponding with renderings/photos)
7. Engineers design plan for project (site plan concept)
8. Architectural renderings and/or photos of planned homes
9. Planned home builders that will be used (name, contact information, and signed statement of intent to participate)
10. Marketing plan(s)
11. Proposed funding sources for site development and for construction of homes
12. Project timeline for overall project, including site development review timeline and timeline for constructing infrastructure and common facilities (e.g. storm water retention area).
13. Construction schedule for homes
14. Samples from completed projects (site plan, pictures/renderings, sale prices of homes, size range of homes)
15. Sworn Statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code
16. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
17. Proposal for allowing homeowner to sell property during 10 year affordability period and to retain an equitable amount/percent of home sales funds (developer to propose method and amount).

Sealed Submittals and Envelope Markings: All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the Consultant's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

Opening Location: Submittals must be received by the Purchasing Division at 1800 27th Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Submittals received after the stated time and date will not be considered.

General Instructions

Submission: All proposals must be signed with the legal Firm name by an Officer or employee having authority to bind the company or firm by his / her signature.

Confidential or Trade Secret Information: Proposals submitted in response to this request are public records. Pursuant to section 119.071, Florida Statutes, any financial statement that the County requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a public works project is exempt from the Public Records Law. Therefore, any financial statement that you submit that you wish to remain confidential shall be submitted in a sealed opaque envelope and marked "Confidential Financial Statement Enclosed". The electronic copy should show confidential information as redacted. Trade secret information must be clearly identified as instructed per section 812.081(1)(c), Florida Statutes. Proposers are requested to specifically identify any information contained in their proposals which they consider confidential as a trade secret and which they believe to be exempt from disclosure. You must cite to the specific facts that demonstrate that such information is exempt as a trade secret under the applicable law. Any Proposer marking, labeling or declaring their entire proposal "Confidential and Proprietary" may be disqualified. By submission of a response to this RFP the responder agrees to indemnify and hold the County and its commissioners, officers, employees and agents harmless should any information marked as confidential and/or proprietary knowingly or unknowingly be released as the result of a public records request or if any information marked as confidential and/or proprietary is not released as a result of a public records request.

Indemnification: The Proposer shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from any and all losses, damages, expenses (including reasonable attorneys fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the vendor, or its employees, agents, subcontractors, or other persons or entities performing work under the contract.

Public Access: The Proposer shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Proposer shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Proposer shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Proposer shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Submitters are hereby notified that 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 (defined as the State of Florida, any of its departments or agencies, or any political subdivision); 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

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Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. By submittal of a response to this solicitation, bidder or proposer asserts neither it nor its principals is presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this work by any Federal department or agency.

Scrutinized Companies Lists: The proposer certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Proposer certifies that it and those related entities of respondent as defined by Florida law are not 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 Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, 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 been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

E-Verify: Proposers must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired

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employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractor is responsible for obtaining proof of E-Verify registration for all subcontractors. This requirement applies to any provider of services or goods.

Local Preference: Indian River County has no local ordinance or preferences, as described in Florida Statutes section 255.0991(2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

Regulations: It shall be the responsibility of the submitter to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

Interpretations: No oral interpretations will be made to any proposer as to the meaning of the request for proposal documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the proposals. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to submitters will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each submitter, prior to submitting their response, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their submittal.

Applicable Law and Venue: This solicitation, its resulting agreement and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and any resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Conflict of Interest: Any entity submitting a bid or proposal or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

Errors: When an error is made in the extension of generating total prices or in any other process of completing the proposal, the original unit prices submitted will govern. Carelessness in quoting prices, or in preparation of the proposal otherwise, will not relieve the proposer.

Right to Protest: Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing

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Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

Awards: The County reserves the right to cancel the solicitation, reject any and all proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

Compliance with Laws and Regulations: Submitter agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and any resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Insurance:

The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

General Liability

- Each Occurrence \$500,000
- Fire Damage-any one fire \$50,000
- Medical Expenses-any one person \$5,000
- Personal and Advertising Injury \$500,000
- General Aggregate \$500,000
- Combined Single Limit \$500,000

Automobile Liability – Combined Single Limit \$500,000

Worker's Compensation as required by the State of Florida

- Each accident \$100,000
- Each Disease – Each employee \$100,000
- Each disease – policy limit \$500,000

Professional Liability Insurance

- \$1,000,000 per occurrence
- \$2,000,000 aggregate combined single limit
- \$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive any technicality or irregularity.

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name			
Tax ID Number		W-9	Attached <input type="checkbox"/>
Contact Name		Phone	
Title		Email	
Address			

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF
RELATIONSHIPS**

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

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2021014
for RFP for SF Housing Development

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

_____ and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an “affiliate” as defined in Section 105.08, Indian River County Code, means:

The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

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

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

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

(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or who has produced _____ as identification.

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form MUST be submitted with your response)

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 County 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 of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

Exhibit A

Household Income Must be Between 80% Area Median Income and 120% Area Median Income*		
Household Size	Low 80% AMI	Moderate 120% AMI
1 Person	\$40,900	\$61,320
2 Persons	\$46,750	\$70,080
3 Persons	\$52,600	\$78,840
4 Persons	\$58,400	\$87,600
5 Persons	\$63,100	\$94,680
6 Persons	\$67,750	\$101,640
7 Persons	\$72,450	\$108,720
8 Persons	\$77,100	\$115,680

*Updated: 04/14/2021, **Median Income (MI) = \$77,600.00 (Source: Florida Housing Finance Agency)**.
 Income requirements are subject to annual updates by the Florida Housing Finance Agency.

Exhibit B - GENERAL DESIGN CRITERIA AND SUBDIVISION REQUIREMENTS

Proposals submitted must meet the following design criteria:

1. All builders must select an architectural style and be true to that style in the home's design.
2. All homes must be constructed of concrete block on the first floor and be covered with stucco or other durable exterior materials. No exposed concrete block is permitted. Alternative construction materials may be considered with regards to weather resistance, durability, aesthetics, and neighborhood compatibility.
3. All homes must have pitched roofs that are appropriate to the architectural style of the home.
4. There shall be a variety of home design styles.
5. All builders must incorporate security features and Crime Prevention through Environmental Design (CPTED) techniques into the design of the home.
6. Homes shall have a minimum of 3 bedrooms and 2 full bathrooms.
7. A Home Owners Association (HOA) shall be established that includes basic neighborhood guidelines with an annual meeting requirement for homeowners to meet and share information. Regulations shall be kept to a minimum and there should be a goal for little to no HOA fees. To keep costs low, developer shall propose creative solutions for design/maintenance of shared site components. There shall be a requirement that the homes be owner occupied.
8. Garage and Driveway:
 - a. All driveways should be able to accommodate 2 cars to avoid illegal parking.
 - b. Garages are not required (living area more desirable than a garage)
9. Safety and Energy Efficiency: The houses must be constructed for maximum safety and energy efficiency incorporating **Impact Windows**, High R-Value Insulation, Energy Efficient/Energy Star appliances, and other energy efficient features as proposed by the respondent. Proposers can refer to guidance such as that published by Florida Building through the University of Central Florida (<http://www.floridabuilding.org/fbc/committees/energy/EnergyBrochure-110602.pdf>)
10. Windows:
 - a. All windows on the first floor must be inset approximately two inches from the exterior wall of the structure. Second floor windows are not required to be inset.
 - b. All windows must have a window sill and matching trim.
11. Access/Universal Design:

Home shall incorporate Universal Design Standards.

 - a. All homes must provide a no-step front door entrance into the house, and garage door (if a garage is proposed).
 - b. Doorways to the common areas and one bathroom on the first floor of the house must be at least 32" wide to accommodate a wheelchair.
 - c. There must be one bathroom on the first level of the house that is large enough to accommodate a wheelchair.

Exhibit C – Site Design Code Requirements and Process

The following table shows overall project site development code references that could be relevant to a small lot subdivision and/or planned development. All Development proposals should start with a Pre-Application Conference.

Regulation Description	Code Reference	Required or Optional	Notes
Site Plan, Subdivision, or PD Pre-Application	Section 914.06(2) – Site Plan	<u>Required</u>	
	Section 913.07(3) – Subdivision		
	Section 915.22(1) - PD		
Subdivisions and Plats	Chapter 913 (click hyperlink)	<u>Required</u>	Preliminary Plat Requires Planning and Zoning Commission Review and Approval . Final Plat Requires Board of County Commissioners Approval .
Planned Development (P.D.) Process and Standards for Development	Chapter 915 (click hyperlink)	<u>Option 1</u>	<p>Could allow lots smaller than those in Smaller Lot Subdivisions. Waivers to size and dimension requirements are allowed pursuant to Section 911.15. Requires Planning and Zoning Commission (Conceptual) and Board of County Commissioners (Preliminary and Final) review and approval.</p> <p>First Apply for Pre-Application Conference: (Link to PD Pre-Application)</p> <p>After Pre-Application Conference Apply for formal PD Review as Directed at Pre-Application Conference: (Link to PD Application – after Pre-Application)</p>
Small Lot Subdivision Regulations	(See Exhibit E)	<u>Option 2</u>	Contains requirements for Small Lot Subdivisions. Establishes reduced lot sizes and setbacks from standard RM-10 zoning regulations. Requires Planning and Zoning Commission Review and Approval .
Multiple-family residential districts	Section 911.08 (click hyperlink)	<u>Option 3</u>	Contains RM-10 zoning district lot size and dimension requirements Establishes standard lot size and dimension requirements. Overall site configuration may not accommodate these standard requirements.
Landscape and Buffer Regulations	Chapter 926 (click hyperlink)	<u>Required</u>	
Storm water Management and Flood Protection	Chapter 930 (click hyperlink)	<u>Required</u>	
Traffic	Chapter 952 (click hyperlink)	<u>Required</u>	

Exhibit D – Evaluation Criteria

Evaluation Criteria	Points Available	Project Review and Scoring Guide
Development Team Experience and Past Performance – Content items 1 through 4 and 14	15	Demonstrates the ability to design and construct a home on schedule and on budget by providing solid qualifications of team members, and detailed information about previous comparable projects that have been built successfully (Prefer 10+ years/experience)
Financial Feasibility Content items 5-6	15	Demonstrates financial feasibility of the project by providing realistic cost estimates in a complete development budget. Projects a realistic sales price for disposition. Proposes a reasonable and equitable method for homeowner to sell property during 10 year affordability period and allow the homeowner to retain all or a portion of the appreciated property value.
Quality of Design and Construction Content items 7-9	10	Presents site plans and elevations for a home that is well built, meets design standards and County code, and is expected to be compatible with future Gifford homes.
Disposition Strategy Content item 10	15	Demonstrates a strategy to identify potential buyers and market the property.
Ability to Proceed Content items 11-13	15	Demonstrates a readiness to proceed by providing financial commitments and a realistic project timeline.
Quality of Proposal	10	Provides a proposal that is complete with all requested information and is prepared with an attention to detail.
Community Compatibility	20	Submits an overall site concept that is sensitive to the unique needs of the Gifford Community, is architecturally consistent with the neighborhood, and is compatible with the Goals and Objectives of the Gifford Neighborhood Plan

**EXHIBIT E - Title IX, Indian River County Land Development Regulations
PORTION OF Section 971.41. - Residential uses.**

(9) Small lot single-family subdivisions (administrative permit):

(a) Districts requiring administrative permit approval, (pursuant to the provision of 971.04):

RS-6 RT-6 RM-6 RM-8 RM-10

(b) Criteria for small lot subdivisions:

1. The small lot subdivision shall be serviced by centralized water and wastewater.
2. The gross density of any small lot subdivision shall not exceed the maximum density allowed within the zoning district in which the subdivision is located.
3. Perimeter lots are those lots which abut or are adjacent to areas not included in the proposed small lot subdivision. Perimeter lots which abut property having a residential or agricultural zoning designation shall:
 - a. Conform to the standard applicable size and dimension criteria of the respective zoning district in which the project is located; or
 - b. Comply with the following size and dimension criteria:

Minimum lot width:	50 feet
Minimum lot size:	5,000 sq. ft.
Minimum yard setbacks:	
Front:	20 feet
Side:	7 feet; 5 feet on lots fronting a curve or cul-de-sac circle
Rear:	Minimum rear yard setbacks shall be provided, based upon lot
Lot Width	Rear Yard
≥50 & <55	30
≥55 & <60	27
≥60 & <65	24
≥65 & <70	22

4. Interior lots (those determined not to be perimeter lots) and those perimeter lots which abut a property having a commercial/industrial land use designation shall comply with the following size and dimension criteria:

Minimum lot width:	50 feet
Minimum lot size:	5,000 sq. ft.
Minimum yard setbacks:	
Front:	20 feet

Side:	7 feet; 5 feet on lots fronting a curve
Rear:	15 feet

5. Accessory structures may encroach into required yards as allowed in section 911.15 of the land development regulations.
6. In lieu of buffering requirements specified in Chapters 911 and 913, the following buffer requirements shall apply to small lot single-family subdivision projects:
 - A. *Buffers adjacent to collector and arterial roads.* A twenty-five-foot wide Type "B" buffer with six-foot opaque feature shall be provided along all perimeters that are adjacent to collector and arterial roads.
 - B. *Buffers for other perimeters.* A ten-foot wide Type "C" buffer with three-foot opaque feature shall be provided along all perimeters that are not adjacent to collector and arterial roads.
 - C. The buffer improvement(s) shall be located within a buffer easement(s) or tract(s) as designated on the small lot subdivision plat. Said easement(s) or tract(s) shall be depicted on the final plat and shall be dedicated to the subdivision's property owners' association to ensure maintenance of the buffer improvements. The buffer easement improvement(s) shall be considered a required subdivision improvement and shall be provided in accordance with the provisions of section 913.08 of the land development regulations.
 - D. No structure(s), other than those related to buffering, drainage or utilities, shall be located in the buffer easement.
7. In lieu of the green/recreation space, swale, curbing, and sidewalk requirements of Chapters 911 and 913, the following requirements shall apply:
 - A. A minimum seven and one-half (7.5) percent of the total project area shall be provided as green space/recreation space. Said area may consist of preserved wetlands and or native uplands, park space, pools, day-care space, clubhouses, ball-courts, playgrounds, play-field areas, or similar uses approved by the community development director. Said area(s) shall be designed to be conveniently accessible and useable by all project residents.
 - B. Sidewalks (minimum four-foot width) shall be provided along both sides of all streets unless an alternative design is approved by the community development director.
 - C. The urban service area boundary buffer and wall variation requirements of Chapter 913 shall apply to small lot single-family subdivisions.
8. Minimum building setbacks as specified in 971.41(9)(b)3. and 4. above, shall be depicted as a residential building envelope on the preliminary plat. Language shall be noted on the final plat to the effect that specially-approved setbacks are in effect on the lots.
9. Workforce or affordable housing. In exchange for lot size and setback reductions, small lot single-family subdivision projects shall meet the following workforce or affordable housing criteria:
 - A. All dwelling unit sales and rent prices shall be restricted for a period of at least ten (10) years from the date of the unit's first sale (closing).
 1. The initial sales price of a small lot subdivision housing unit shall not exceed three and one-half (3½) times the Indian River County annual median household income. Over the

ten -year restriction period, the sales price may be increased three (3) percent per year (compounded annually).

2. Where a small lot subdivision housing unit is rented, the monthly rental price shall not exceed the Indian River County maximum rent by unit type for moderate income as published by the Florida Housing Finance Corporation.
- B. As an option to and in lieu of criterion "A" above, an applicant may propose an alternative to the resale price and appreciation restriction. Any such alternative must ensure that small lot subdivision housing units remain affordable for at least ten (10) years. An alternative to the sales price restriction shall be structured as a deed restriction which shall apply to lots created by the small lot subdivision process. The draft restriction shall be submitted in conjunction with the small lot subdivision preliminary plat application and shall:
- Identify the proposed method of ensuring affordability which may include:
 - Rent/price resale restriction
 - Buyer income qualification
 - Shared equity process
 - Other
 - Identify appeal/variance procedure or a prohibition of appeals/variances
 - Identify a monitoring program which shall be administered by public agencies or private organizations qualified to provide or assist with workforce or affordable housing.

The alternative shall be considered by the planning and zoning commission and evaluated under the above criteria. The PZC is authorized to approve the alternative and attach conditions to ensure that the above criteria are satisfied.

- C. The maximum size of each dwelling unit shall be restricted in perpetuity to one thousand five hundred (1,500) square feet under air.
- D. The restrictions required under items A. or B., and C. above shall be incorporated into deed restrictions, running in favor of the county and any unit buyer or renter, approved by the county attorney and filed in the public records by the project applicant. The sales price restriction shall require county consent of the sales price prior to each closing during the ten-year restriction period. Such consent is authorized to be made by the community development director or his designee.