REQUEST FOR PROPOSAL (RFP)

Community Benefit Organizations for the
Neighborhood Stabilization Program

RFP Number:	09-0218	**Contracting Officer:**	Barnett Schwartzman
RFP Opening Date:	June 10, 2009	**Pre-Proposal Date:**	June 2, 2009
RFP Opening Time:	3:00 PM	**Issue Date:**	May 21, 2009

TABLE OF CONTENTS	
SECTION 1: Special Terms and Conditions	Page 2
SECTION 2: Scope of Services	Page 11
SECTION 3: General Terms and Conditions	Page 14
SECTION 4: Pricing/Certifications/Signatures	Page 20
SECTION 5: Attachments	Page 22

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not Applicable
Certificate of Competency/License:	Section 3.12
Indemnification/Insurance:	Section 1.8
Pre-Proposal Conference/Walk-Thru:	Section 1.4

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the opening date. A separate contractual document will be signed by the County and the awarded firm.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ **Phone Number:** _____

E-mail Address: _____ **Contact Person:** _____

SECTION 1 – SPECIAL TERMS AND CONDITIONS

Section 1.1: Purpose

The purpose of this solicitation is to retain multiple Community Benefit Organizations (CBO's) that are qualified and have capacity to provide the acquisition, repair, rehabilitation and resell of foreclosed and abandoned properties and/or the redevelopment and management of rental properties (foreclosed and abandoned properties) which are anticipated for the implementation of the Neighborhood Stabilization Program (NSP) in conjunction with Lake County's needs. Such properties shall meet an objective of the Lake County NSP Action Plan Amendment (attachment 5 to this solicitation). County funds will be expended only as stated in Section 2, Scope of Services.

For-Profit organizations or companies may only participate as a sub or associate to a CBO that must submit as the lead agency.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the opening date.

Barnett Schwartzman, Director
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9424
Fax : 352.343.9473
E-mail: bschwartzman@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award – Considering Qualifications and Experience

Award will be made to up to five (5) vendors submitting a proposal deemed responsive to the criteria stated below, and that are judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria:

1. Previous experience of the responding vendor for similar project efforts.
2. Qualifications of proposed personnel.
3. Proposed work plan.
4. Reports from direct and indirect references.

5. Responsiveness and completeness of the written proposal in regard to the Scope of Services.
6. Other relevant criteria.

Section 1.4: Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held on June 2, 2009 at 2:00 PM at the address noted in Section 1.2. All interested parties are encouraged to attend.

Section 1.5: Term of Contract

This contract shall be effective immediately following the date of execution by the County and remain in effect through the completion and closing of the project which is anticipated to occur on or about July 30, 2013.

Section 1.6: Option to Renew

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract under the same terms and conditions. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment – Draw Schedule Based Upon Performance

The CBO(s) shall submit performance-based invoicing no more often than monthly, based upon a mutually agreed upon draw schedule defined at the time of agreement. Request shall be submitted by the tenth (10th) calendar day of the month. These requests for payment shall be submitted to Guardian Community Resource Management, Inc., PO Box 189, Mascotte, FL 34753 which shall then be responsible for transmitting the invoice through appropriate County entities for payment. The request shall reflect the type of service provided to the County for that draw period on the draw schedule.

All requests shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit the request in the proscribed manner will delay payment, and the CBO may be considered in default of contract and its contract may be terminated. The County through financing agreements and as the administrator of the Lake County NSP, reserves the right to measure all accomplishments and approve all requests for payments on the draw schedule before payment is made.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor

must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance**,** with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000

Disease-Policy Limit $1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: $ _____
Garage Keepers Liability at coverage value: $ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFP) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such

deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonds

Not applicable.

Section 1.10: Delivery

Not applicable.

Section 1.11: Acceptance of Services

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

In the event that the service does not conform to the specifications, the County reserves the right to terminate the contract and will not be responsible to pay for any such service.

Section 1.12: Warranty

Not applicable.

Section 1.13 Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-EX, UPS, DHL, private courier, etc) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Department of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number and title. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide

confidentiality of the bid or proposal prior to the solicitation closing.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE**, **(USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as Fed-EX, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
416 W. MAIN STREET
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.14: Completion Requirements for this Request For Proposal (RFP)

The original proposal and three (3) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official closing date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format: Page size shall be 8.5 x 11 inches, not including foldouts. The text size shall be 11 point or larger.

Proposal Submittal

The following items shall be included and submitted with your proposal:

Tab A. RFP Coversheet completed.

Tab B. Statement of Interest – to be submitted on the firm's letterhead and include the following:

1. Concisely state the firm's understanding of the services required by the County.

2. A proposed work plan including but not limited to the items listed in Section 2 of this Request for Proposals. The proposed work plan shall outline each proposed task and include your plan for completion.

3. The signature on the statement shall be that of a person authorized to represent and bind the firm.

Tab C. Firm Profile Form (copy attached). Attach proof of license to practice in Florida. Include your history of implementing and delivering on a variety of CDBG programs.

Tab D. Team Composition Form (copy attached). Complete one (1) form for each key person proposed to be assigned to this project. Brief resumes may also be attached in addition to completing the form.

Tab E. Similar Projects Form (copy attached). Reference similar work efforts (at least five (5) verifiable) performed by your firm within the last three (3) years, to other public sector organizations in the State of Florida; County entities preferred. Examples should best illustrate current qualifications relevant to this project. (Make copies of this form as needed.)

Tab F. Pricing/Certifications/Signature Section. Complete and return a completed Section 4 of this Request for proposals to include completion of certifications and signature block.

Tab G. Proof of Insurance. Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Tab H. Sub-Contractors. Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project.

Tab I. Each agency must include the following attachments:

- Proof of Non-Profit Status from State of Florida
- Articles of Incorporation
- By-Laws
- Organizational Chart
- 501 (c) IRS Tax Exemption Letter
- 990 IRS Tax Form
- List of Board of Directors
- Most Recent Audit or Financial Statement
- Copy of the organization's Board Approved Conflict of Interest Policy
- Provide a copy of the organization's financial policy
- Provide a copy of the organization's detail of supportive services available to clients
- Resolution from Board of Directors authorizing submittal of application to this RFP

Section 1.15: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.16: Public Records/ Copyrights

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

Section 1.17: Grant Funding

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

SCOPE OF SERVICES

Section 2.1 Purpose:

Lake County does hereby request qualification-based proposals from Community Benefit Organizations to provide the acquisition, repair, rehabilitation and resell of foreclosed and abandoned qualifying single family homes (Schedule A) and/or the redevelopment of foreclosed and abandoned properties and management of rental properties (Schedule B) which are anticipated for the implementation of the Neighborhood Stabilization Program (NSP) in conjunction with Lake County's needs. Firms or individuals submitting should be capable of quickly adapting to this new program and implementing it in the given time frame (18 months).

For-Profit organizations or companies may only participate as a sub or associate to a CBO that must submit as the lead agency.

All CBO's submitting for this RFP are notified that NSP standards require a minimum affordability period following the HUD HOME Investment Partnership Program (HOME) program standards. Deed restrictions and/or liens will be required for all properties. Approved CBO's will be required to submit to inspections and performance reviews of specific deliverables such as the buyer-applicant case file and Real Estate Owned (REO) work evaluation and total price for closing before payments for those items are made. All payments of draws shall be subject to satisfactory inspections and report on the NSP work to be delivered. The cost of the purchase, which are reasonable and not more than $110,000 (to cover both the purchase and rehab) will be available to selected proposals on the first draw before closing on and approved unit. Please refer to the Action Plan Amendment (attachment 5 to this solicitation).

Section 2.2 Project Description:

The (NSP) provides grants to purchase foreclosed or abandoned homes and to rehabilitate, resell, or redevelop these homes in order to stabilize neighborhoods and stem the decline of values of neighboring homes. The program is authorized under Title III of the Housing and Economic Recovery Act of 2008. Under NSP, Lake County is eligible to receive $3.1 million from the U.S. Department of Housing and Urban Development (HUD), Community Development Block Grant Program. The new NSP provides targeted emergency assistance to governments to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within their communities. Lake County has developed an action plan amendment outlining the County's planned use of these funds which is comprised of financial mechanisms for low, moderate and middle income (LMMI) purchase assistance and possibly some demolition. The plan can be seen on the County's website at:

http://www.lakecountyfl.gov/departments/community_services/housing_and_community/community_development_block_grant/neighborhood_stabilization_program.aspx

NSP grantees must use at least twenty-five (25) percent of the funds appropriated for the purchase and redevelopment of abandoned or foreclosed homes or residential properties that will be used to house individuals or families whose incomes do not exceed fifty (50) percent of the area median income. In addition, all activities funded by NSP must benefit low-, moderate- and middle-

income persons whose income does not exceed 120 percent of the area medium income. Activities that do not qualify under NSP are those using the "prevent or eliminate slum or blight" or "address urgent community development needs" CDBG National objectives. NSP funds must be directed to areas of greatest need as determined by the number of foreclosures, pending foreclosures and subprime mortgages. The funds must be used or obligated no later than 18 months after receipt.

Section 2.3 Scope of Services:

Lake County will not acquire, rehab or demolish any housing units directly. All activities and therefore NSP funding will be provided through ELIGIBLE USE A: Financing Mechanisms by working with selected CBOs from this RFP.

We anticipate the breakdown of the housing units which will be provided are as follows:

Activity	*Income Level*	*# of Units*	*Average Cost*	*Total Cost*
Purchase assistance-single family	Low	8	$110,000	$ 880,000
Purchase assistance-single family	Moderate	11	$100,000	$1,100,000
Purchase assistance-single family	Middle	6	$100,000	$ 600,000
Purchase assistance-Community residence with supportive services	Low	3	$ 75,000	$ 225,000

Schedule A: Homebuyer Activities

Homebuyer activities relate to the CBO role in the purchase, refurbishment and re-sale of properties to designated qualifying individuals. CBOs that feel their entity is responsive to the qualifications expressed in this solicitation are invited to submit a statement of qualifications describing their ability to carry out the activities outlined below. Responders should detail the areas of the following services they will provide. It is anticipated that successful respondents will provide the following services:

- Acquisition of foreclosed properties in the County predetermined area(s) of greatest need
- Rehabilitation of foreclosed properties using energy efficient (Energy Star) and green features when possible
- Resale of renovated properties to households with incomes at or below 120% of the area median income (LMMI)
- Make all efforts to qualify applicants, evaluate property units for inclusion in the Program, and assist the County and all vendors and other partners to successfully close on those units specifically assigned to the CBO, to include eight (8) hours of homeownership training provided by a HUD approved provider.

This project envisions total processing of at least 25 houses as a goal of this activity.

Schedule B: Rental Activities for Special Needs Population such as Homeless

Schedule B activities involve the acquisition, repair and property management and operation of rental properties anticipated under NSP. Qualified organizations are invited to submit a statement of qualifications describing their ability to carry out the activities outlined below. Responders should detail the areas of the following services they will provide. It is anticipated that successful respondents will provide the following services as Owners/Managers/Operators of income restricted rental units funded with Florida NSP funds:

- Acquisition of foreclosed properties in the County predetermined area(s) of greatest need
- Rehabilitation of foreclosed properties using energy efficient (Energy Star) and green features when possible
- Rental and management of renovated properties to households with incomes at or below 50% of the area median income (LMMI)
- Provide income restricted rental program management and oversight (the targeted benefit is permanent homeless or special needs housing)
- Make all efforts to qualify applicants, units and assist the County and all vendors and other partners to successfully close on those units specifically assigned to the CBO

This project envisions total processing of at least 3 rental properties as a goal of this activity.

Section 2.4 General Comments:

Services shall be provided in the community(ies) identified as the areas of greatest need.

Dependent upon CBO qualifications or stated preference, the County will place successful respondents to this RFP on a list of selected CBO entities for Schedule A and/or Schedule B projects in the County's Area of Greatest need (area of greatest need reflected in the Scope). Proposals will then be taken from the listed firms, including a site proposal, pro-forma and management plan for selected NSP rental project objectives. The County reserves the right to award one or more NSP projects to one or multiple successful respondents.

CBOs may respond to either Schedule A or B or may respond to both.

SECTION 3 – GENERAL TERMS AND CONDITIONS

3.1 DEFINITIONS

Addenda: A written change to a solicitation.
Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.
Contractor: The vendor to which award has been made.
County: Shall refer to Lake County, Florida.
Modification: A written change to a contract.
Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.
Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.
Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.
Solicitation: The written document requesting either bids or proposals from the marketplace.
Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" are equivalent in this RFP and indicate an essential requirement or condition, the material deviation from which may not be waived by the County. A deviation is material if, in the County's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory requirements. The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature.

3.2 INSTRUCTIONS TO PROPOSERS

A. Proposer Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment.
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.).
7. Conflict of Interest.
8. Debarment Disclosure Affidavit.
9. Nondiscrimination.
10. Family Leave.
11 Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

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

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal opening date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder's facsimile number.

Procurement Services may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda, and any accompanying documentation. The proposer is required to submit with its proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the proposer.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should <u>not</u> discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

Changes to Proposal - Prior to the scheduled proposal closing, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal closing date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative for the solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal closing date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest

payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. Proposers are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF PROPOSALS

A. The Proposal Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in the rejection of the bid.

B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSED TO REJECT THE PROPOSAL.**

D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Request for Proposal when it is in the best interest of the County.

3.5 AWARD

A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine it the proposer is capable of performing the requirements of this solicitation.

E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.

F. The Director of Procurement Services will decide all tie proposals with initial preference being given to the entity employing the most personnel residing within the County.

G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

3.6 CONTRACT EXTENSION

The County reserves the unilateral right to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. This contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.7 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.8 ESTIMATED QUANTITIES

Estimated quantities or dollar values are for proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use these estimates to determine the proposer selected for award. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.9 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.10 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion at the same prices, terms and conditions.

3.11 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

3.12 RULES, REGULATIONS AND LICENSES

The vendor shall comply with all laws, ordinances, and regulations applicable to provide the goods and/or services specified in this solicitation. The vendor shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

3.13 SUBCONTRACTING

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.14 ASSIGNMENT
The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

3.15 DELIVERY
Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

3.16 RESPONSIBILITY AS EMPLOYER
The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.17 INDEMNIFICATION
The vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.18 COLLUSION
Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

3.19 MODIFICATION OF CONTRACT
Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.20 TERMINATION FOR CONVENIENCE
The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.22 TERMINATION FOR DEFAULT
The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.23 FRAUD AND MISREPRESENTATION
Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.24 ACCESS TO RECORDS
The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

3.25 PROPRIETARY/CONFIDENTIAL INFORMATION
Proposers are hereby notified that all information submitted as part of, or in support of proposal submittal will be available for public inspection after the proposal closing date in compliance with Chapter 119 of the Florida Statutes; the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any protection which would otherwise be available to the proposer unless such information is exempt or confidential under the Public Records Act.

3.26 CONTRACTING WITH COUNTY EMPLOYEES
Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.27 INCURRED EXPENSES
This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract agreement. By submitting a proposal, the proposer, and also agrees that the County bears no responsibility for any costs associated with the preparation of the proposal and/or any administrative or judicial proceedings resulting from this solicitation process.

3.28 COUNTY IS TAX-EXEMPT
The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor.
Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.
In the event the project is declared a sales tax recovery project by the County, the following procedure shall apply:
(a) The County representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;
(b) When those materials are purchased by the County, all purchase orders shall be issued directly from Procurement Services;
(c) The County shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/ supplier;
(d) The County shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.
The cost of any materials purchased through the sales tax recovery program shall be deducted from the contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

3.29 GOVERNING LAWS
The interpretation, effect, and validity of any contract(s) resulting from this RFP shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. 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.

3.30 STATE REGISTRATION REQUIREMENTS
Any corporation submitting a proposal in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a proposal in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us).

3.31 PRIME CONTRACTOR
The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this RFP. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all sub-contractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.32 FORCE MAJEURE
The parties will exercise every reasonable effort to meet their respective obligations hereunder, 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 nature, 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.

3.33 OTHER AGENCIES
With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.34 NO CLAIM FOR DAMAGES
No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.35 TRUTH IN NEGOTIATION CERTIFICATE
For all lump-sum or cost-plus fixed fee agreements exceeding $150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate**.**

3.37 SPECIFIC CLAUSE SET FOR COMPLIANCE WITH 24 C.F.R. Section 85.35(i)

1. Termination (Cause and/or Convenience)

(a) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(b) This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in subsection l(a) above. If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

(c) If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (l) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

(d) For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, ubcontractors) which had become firm prior to receipt of the notice of intent to terminate.

(e) Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

(f) Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

(g) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill

contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

2. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction.

3. Access to Records

The local government, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

4. Retention of Records

The contractor shall retain all records relating to this contract for six (6) years after the local government makes final payment and all other pending matters are closed.

5. Environmental Compliance

If this contract exceeds $100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The contractor shall include this clause in any subcontracts over $100,000.

6. Energy Efficiency

The contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

7. Conflicts with Other Clauses

If this contract contains any clauses which conflict with the above clauses, then this contract will be governed by the clause(s) in this section 3.37.

NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Each price offered in your RFP shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
The bidder must list below the dates of issue for each addendum received in connection with this RFP: Addendum #1, Dated: _____ Addendum #2, Dated: _____ Addendum #3, Dated: _____ Addendum #4, Dated: _____
Part II:
☒ No Addendum was received in connection with this RFP.

By Signing This Proposal the Proposer Attests and Certifies That:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Additional Certifications Requiring Completion:

Purchasing Agreements with Other Government Agencies
This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

Certification Regarding Felony Conviction
Has any officer, director, or executive of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Conflict of Interest Disclosure Certification
Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: _____

General Vendor Information and Proposal Signature:

Firm Name: _____

Street Address**:** _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____ E-mail: _____

FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ Days, net _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Firm Profile Form
Attachment 2: Team Composition Form
Attachment 3: Similar Projects/Reference Form
Attachment 4: RFP Response Checklist
Attachment 5: Action Plan Amendment

FIRM PROFILE FORM

1. Firm (or joint venture) Name & Address:	1e. Licensed to do business in the State of Florida? _____ Yes _____ No
	1f. Name, Title & Telephone Number of Principal to Contact
1a. FEIN # _____	1g. Address of office to perform work, if different from Item 1.
1b. Year Firm was established _____ 1c. Are you a "Not for Profit" 501(c)(3) organization? Yes _____ No _____ If you answered yes, please provide proof. 1d. Firm is a Certified Minority Business Enterprise Yes _____ No _____	

2. Please list number of people by discipline that your firm/joint venture will commit to the County's project.

3. If submittal is by joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

3a. Has this joint venture previously worked together? Yes _____ No _____

TEAM COMPOSTION

Brief resumes of prime consultant(s) and other key persons who shall be assigned to the project. Utilize one sheet per person. (Brief resumes and additional information may be attached.)

Name: Title:
Project assignment:
Name of firm with which associated:
Years of experience: With this firm _____ With other firms _____
Education: Certifications/Degree(s)/year/school/specialization:
Other experience and qualifications relevant to the proposed project:

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that have been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

Project Name, Entity Name, Address & Location Project Manager (from your firm):	Contact Person: Title: Telephone Number:
Completion Date (Actual or Estimated) _____ Estimated Project Cost: $_____ Work for which your firm was/is responsible: $_____	
Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items.	
Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.	

Attachment 4

RFP Response Checklist

- ❑ Response organized from Tab A through Tab H
- ❑ All information requested in Scope of Services are clearly addressed (pages 11-13)
- ❑ Appropriate, Acknowledge Addenda (page 20)
- ❑ Complete and Sign Pricing Identification Sheet (page 21)
- ❑ Complete Firm Profile Form (page 23)
- ❑ Complete Team Composition Form (page 24)
- ❑ Complete Similar Projects Form (page 25)

LAKE COUNTY
FLORIDA

NEIGHBORHOOD STABILIZATION PROGRAM SUBSTANTIAL AMENDMENT

TO THE LAKE COUNTY 2008-2009 ANNUAL ACTION PLAN

Lake County Board of County Commissioners
Community Services Department
Housing and Community Development Division

December 1, 2008

TABLE OF CONTENTS

APPLICATION FOR FEDERAL ASSISTANCE (SF-424 FORMS)
A. AREAS OF GREATEST NEED
PERCENTAGE OF FORECLOSURES
SUBPRIME (HIGH COST LOANS)
AREAS AT RISK
B. DISTURBUTION AND USES OF FUNDS
C. DEFINITIONS AND DESCRIPTIONS
(1) "BLIGHTED STRUCTURE"
(2) "AFFORDABLE RENTS"
(3) "CONTINUED AFFORDABILITY"
(4) "HOUSING REHABILITATIONS STANDARDS"
D. LOW INCOME TARGETING
E. ACQUISITIONS & RELOCATION
F. PUBLIC COMMENT
G. NSP INFORMATION BY ACTIVITY
ACTIVITY 1 – ESTABLISH FINANCING MECHANISMS
ACTIVITY 2 – DEMOLISH BLIGHTED STRUCTURES
ACTIVITY 3 - PROGRAM ADMINISTRATION
EXHIBIT A NSP BUDGET
CERTIFICATIONS
NSP SUBSTANTIAL AMENDMENT CHECKLIST

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approved No. 3076-0006

Version 7/03

1. TYPE OF SUBMISSION: Application ☑ Construction ☐ Non-Construction	Pre-application ☐ Construction ☐ Non-Construction	**2. DATE SUBMITTED** December 1, 2008	Applicant Identifier
		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name: Lake County Board of County Commissioners	**Organizational Unit:** Department: Community Services
Organizational DUNS:	Division: Housing & Community Development
Address: Street: 315 W. Main St.; PO Box 7800	**Name and telephone number of person to be contacted on matters involving this application (give area code)** Prefix: Mr. First Name: William
City: Tavares	Middle Name Adam
County: Lake	Last Name Gearing
State: Florida Zip Code 32778	Suffix:
Country: United States of America	Email: wgearing@lakecountyfl.gov
6. EMPLOYER IDENTIFICATION NUMBER *(EIN):* 59-0006955	Phone Number (give area code) 352-742-6515 Fax Number (give area code) 352-742-6535

8. TYPE OF APPLICATION: ☐ New ☐ Continuation ☐ Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) ☐ ☐ Other (specify)	**7. TYPE OF APPLICANT:** (See back of form for Application Types) Other (specify)
	9. NAME OF FEDERAL AGENCY:
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: ☐☐-☐☐☐ TITLE (Name of Program):	**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:** Neighborhood Stabilization Program
12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.):* Lake County, Florida	
13. PROPOSED PROJECT Start Date: Ending Date:	**14. CONGRESSIONAL DISTRICTS OF:** a. Applicant b. Project

15. ESTIMATED FUNDING:		**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?**
a. Federal	$ 3,136,967 .00	a. Yes. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:
b. Applicant	$ .00	
c. State	$ .00	
d. Local	$ .00	b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372
e. Other	$ .00	☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
f. Program Income	$ .00	**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**
g. TOTAL	$ .00	☐ Yes If "Yes" attach an explanation. ☐ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative		
Prefix Mr.	First Name Welton	Middle Name G.
Last Name Cadwell		Suffix
b. Title Chairman, Lake County Board of County Commissioners		c. Telephone Number (give area code) 352-343-9850
d. Signature of Authorized Representative		e. Date Signed

Previous Edition Usable
Authorized for Local Reproduction

Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

THE NSP SUBSTANTIAL AMENDMENT

Jurisdiction(s): Lake County, Florida Jurisdiction Web Address: www.lakecountyfl.gov	NSP Contact Person: **Bill Gearing, CPM,** Community Enhancement Coordinator Housing and Community Development Division Lake County Community Services Department 1300 S. Duncan Dr., Bldg. E, Room 112 PO Box 7800 Tavares, Florida 32778-7800 Phone: 352-742-6515 Fax: 352-742-6535 Email: WGearing@lakecountyfl.gov

A. AREAS OF GREATEST NEED

Provide summary needs data identifying the geographic areas of greatest need in the grantee's jurisdiction.

Note: An NSP substantial amendment must include the needs of the entire jurisdiction(s) covered by the program; states must include the needs of communities receiving their own NSP allocation. To include the needs of an entitlement community, the State may either incorporate an entitlement jurisdiction's consolidated plan and NSP needs by reference and hyperlink on the Internet, or state the needs for that jurisdiction in the State's own plan. The lead entity for a joint program may likewise incorporate the consolidated plan and needs of other participating entitlement jurisdictions' consolidated plans by reference and hyperlink or state the needs for each jurisdiction in the lead entity's own plan.

HUD has developed a foreclosure and abandonment risk score to assist grantees in targeting the areas of greatest need within their jurisdictions. Grantees may wish to consult this data, in developing this section of the Substantial Amendment.

Response:

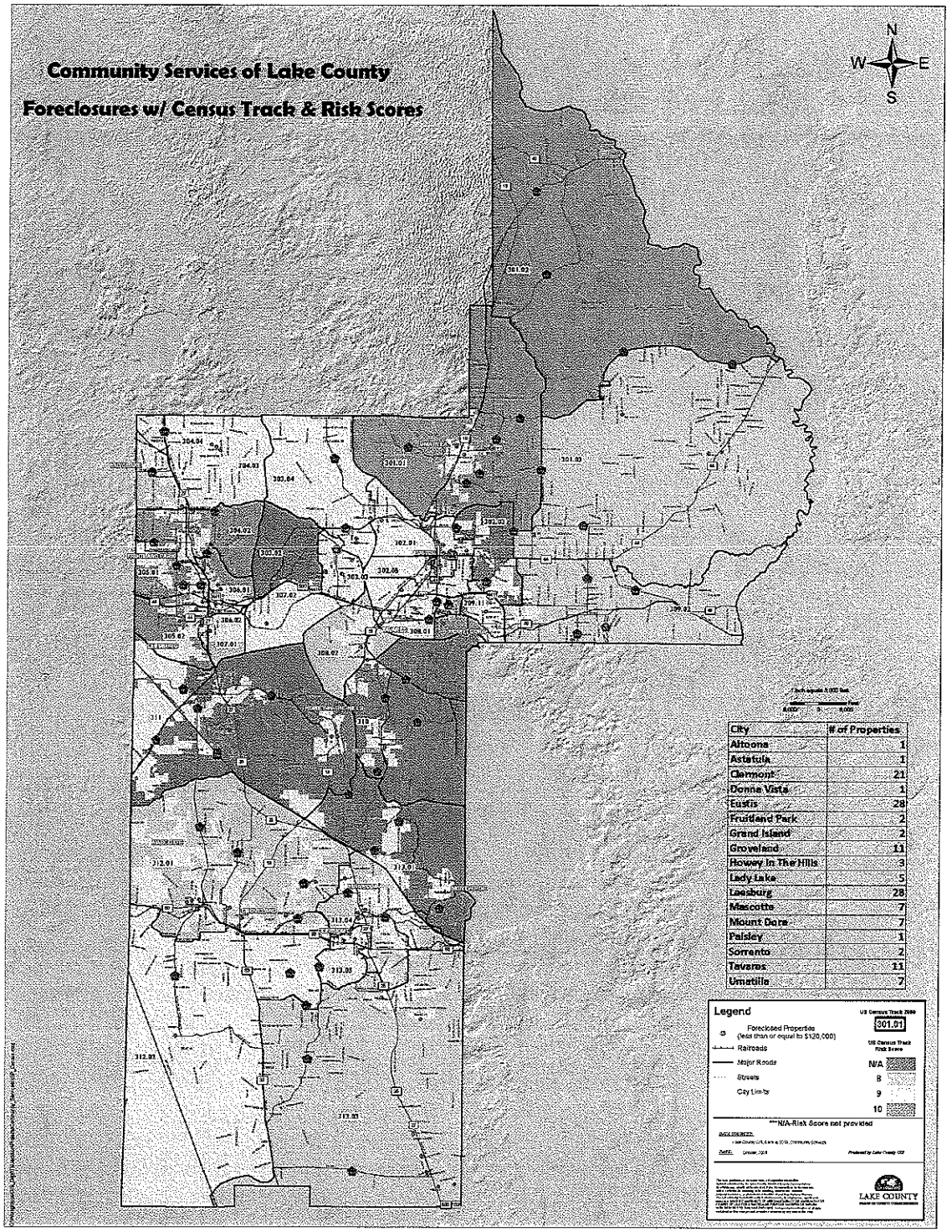
In Lake County we carefully selected our target areas and therefore where NSP funding will be distributed in accordance the Housing and Economic Recovery Act (HERA) need factors identifying the areas of greatest need by determining the greatest percentage of homes in foreclosure, areas with the highest percentage of homes financed by a subprime mortgage and areas where there is likely to face a significant rise in the rate of home foreclosures.

Our primary source of data was provided by HUD from their Foreclosure and Abandonment Risk Score Analysis published on HUD's website. Also, information was gathered from local provider groups including the Lake-Sumter, FL Habitat for Humanity; national data resources such as RealtyTrac.com and MortgageBankers.com; and information available from the Lake County Department of Community Services.

As of October 31 the number of foreclosed properties in Lake County is in excess of 3,100. The majority of these foreclosed properties are located within the city limits of both Lake County's CDBG entitlement partner communities and non-partner small Cities through-out the County. Very few areas which could be considered the greatest need areas are actually in the County's non-incorporated land area. Therefore, Lake County has determined that the entire County will be identified as our service area and the target areas have been selected based on areas of greatest need and not restricted by geographic local government boundaries. Those communities which are currently Lake County CDBG Entitlement partners include Astatula, Lady Lake, Montverde, and Tavares. For those communities which are not currently entitlement partners with Lake County, a Memorandum of Understanding (MOU) will be established to grant authority to operate the NSP within their jurisdictional boundaries. These additional communities which will be included in the Lake County NSP include Altoona, Clermont, Dona Viste, Eustis, Fruitland Park, Grand Island, Groveland, Howey in the Hills, Leesburg, Mascotte, Mount Dora, Paisley, Sorrento, and Umatilla.

Areas of Greatest Needs

Please refer to the attached Map below as a graphic description of the Areas of Greatest Needs utilizing HUD's Foreclosure and Abandonment Risk Scoring System. We have displayed only those areas of the County with a Risk Score of 8, 9 and 10. Risk Scores are displayed as follows: 8 is Green, 9 is Yellow, and 10 is Blue. Therefore, only those areas displayed in Red are excluded from our first priority (Greatest Need Areas) for program expenditures as a result of their individual Risk Score being 7 or less.


Community Services of Lake County
Foreclosures w/ Census Track & Risk Scores
N
W
E
S
City | # of Properties
Altoona 1
Astatula 1
Clermont 21
Donna Vista 1
Eustis 28
Fruitland Park 2
Grand Island 2
Groveland 11
Howey In The Hills 3
Lady Lake 5
Leesburg 28
Mascotte 7
Mount Dora 7
Paisley 1
Sorrento 2
Tavares 11
Umatilla 7
Legend
US Census Track 2000
301.01
Foreclosed Properties
(less than or equal to $120,000)
US Census Track Risk Score
Railroads
Major Roads
Streets
City Limits
N/A
8
9
10
*N/A-Risk Score not provided
LAKE COUNTY

Top Priority Property Targets

Please refer to the attached Chart below which indicates the Top 138 properties which we have initially identified as targets for NSP funding. The foreclosed properties have been individually selected because they are currently valued at $120,000 or less. With the mandated acquisition price discounts of 5-15% per property we believe any of these properties can be acquired, rehabilitated and re-sold or rented and remain within the affordable range of our proposed clients. This is a preliminary survey to help determine the areas of greatest need and the availability of affordable, foreclosed properties. This list and map will be revised at the time of amendment approval so that the most recent data can be used. All properties to be considered will be affordable and discounted in price, as well as foreclosed or abandoned as required. As much as is practical, the focus of the program will be those areas with greatest concentrations of affordable foreclosed properties and pending foreclosures within these areas of highest risk. This will be affected by the eligible applicants received and the areas in which they need to live to maintain affordable living (proximity to work, schools, etc).

It is the County's intention to allow for Affordable Housing providers to address units within Lake County municipalities that are areas of greatest need and are also not partners in the Lake County entitlement by means of an MOU (memorandum of understanding) where Lake County will be the lead entity with all administrative responsibilities and all NSP goals and requirements will be accepted by any such non-entitlement partners wishing to participate. The County will use an existing list of SHIP preferred lenders, real estate professionals and vendors to access and develop a pool of affordable foreclosed and abandoned properties. Through financing mechanisms, the County will assist Affordable Housing Partners to acquire, rehabilitate (or redevelop) properties for sale to LMMI HH.

Top Priority Property Targets

(Available > $120,000)

City	# of Properties
Altoona	1
Astatula	1
Clermont	21
Donna Vista	1
Eustis	28
Fruitland Park	2
Grand Island	2
Groveland	11
Howey In The Hills	3
Lady Lake	5
Leesburg	28
Mascotte	7
Mount Dora	7
Paisley	1
Sorrento	2
Tavares	11
Umatilla	7

B. Distribution and Uses of Funds

Provide a narrative describing how the distribution and uses of the grantee's NSP funds will meet the requirements of Section 2301(c) (2) of HERA that funds be distributed to the areas of greatest need, including those with the greatest percentage of home foreclosures, with the highest percentage of homes financed by a subprime mortgage related loan, and identified by the grantee as likely to face a significant rise in the rate of home foreclosures. ***Note***: The grantee's narrative must address these three stipulated need categories in the NSP statute, but the grantee may also consider other need categories.

Response:

The use of NSP funding will be restricted to the areas of greatest needs as exemplified by local and national data which indicate the following:

-Foreclosure and Abandonment Risk Scores: 8, 9 & 10
-High foreclose rates: Ranging from 5.9% to 8.7%
-High cost loan rates: Ranging from 29.3% to 37.4%

All of these areas are forecasted to be highly affected by additional foreclosures over the next 18 month period and are therefore identified as our specific areas of greatest need. The areas identified address all three (3) stipulated need categories of the NSP program.

The table below describes the types of activities that will be carried out with NSP funds and how they are allocated by Eligible Use category.

Eligible Use	Housing Units Served	Cost
A. Financing Mechanisms	28	$ 2,805,000.00
D. Demolition	15	$ 22,500.00
Program Administration	43	$ 309,467.00

C. Definitions and Descriptions

(1) Definition of "blighted structure" in context of state or local law.

Response:

A blighted structure is one which exhibits objectively determinable signs of deterioration sufficient to constitute a threat to human health, safety, and/or public welfare. Furthermore, any structure unfit for use, habitation, or dangerous to persons or other property would meet our local definition in Lake County.

(2) Definition of "affordable rents." ***Note:*** Grantees may use the definition they have adopted for their CDBG program but should review their existing definition to ensure compliance with NSP program –specific requirements such as continued affordability.

Response:

Affordable rents are those, with respect to various income categories, which will not exceed 30% of the maximum gross monthly income of a household at the maximum allowable income of any particular income category.

The maximum Affordable Rents shall not exceed the Fair Market Rents (FMR) as published annually by the U. S. Department of Housing and Urban Development for the Orlando-Kissimmee Metropolitan Statistical Area (MSA). The current rates are listed below:

	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
FMR	$ 793	$ 862	$ 985	$ 1,233	$ 1,452

Source: U. S. Department of Housing and Urban Development, 2009

(3) Describe how the grantee will ensure continued affordability for NSP assisted housing.

Response:

Lake County will ensure the long term affordability through the use of recorded Restrictive Use Covenants (for sale units) and subgrant agreements with Partners requiring long term affordability on any rental units. Affordability provisions will remain in place for 20 years for units sold to persons at or above 80% AMI. Affordability provisions will remain in place for 30 years for persons with incomes below 80% of AMI. Additionally, all subsequent purchasers of assisted units must be income eligible or, if any subsequent purchasers of the unit are not-income eligible, the amount of assistance will be recaptured at resale. Recapture provisions will be identical to those established in our SHIP Program, Local Housing Assistance Plan.

(4) Describe housing rehabilitation standards that will apply to NSP assisted activities.

Response:

The HOME Housing Rehabilitation Standards will be used in the NSP program in Lake County.

D. LOW INCOME TARGETING

Identify the estimated amount of funds appropriated or otherwise made available under the NSP to be used to purchase and redevelop abandoned or foreclosed upon homes or residential properties for housing individuals or families whose incomes do not exceed 50 percent of area median income: $1,112,500 (which represents 35% of total grant).

Note: At least 25% of funds must be used for housing individuals and families whose incomes do not exceed 50 percent of area median income (AMI).

Response:

Lake County estimates that 35% of our NSP grant funds will be utilized on persons at or below 50% AMI. This will be achieved through agreements with our Affordable Housing Partners utilizing ELIGIBLE USE A: Financing Mechanisms. Our partners will acquire and rehabilitate both for sale units (8) and rental units (3) restricted to persons whose incomes do not exceed 50 percent of AMI. Therefore, we will create 11 housing units for this income group. For SSO's and Habitat affiliates with the capacity to address NSP goals and requirements, Lake County intends to make funds available using HUD Q& A criteria for *Financing Mechanisms* using forgivable loans:

HUD NSP Q&A: 'A grantee wishes to make a loan (the "NSP Loan") to a non-profit entity (the "Developer") to finance the purchase of foreclosed upon homes and residential properties for rehabilitation (or redevelopment) and resale to low- and moderate-income homebuyers. Upon completion of the rehabilitation (or redevelopment), the Developer will sell each property to an NSP income eligible homebuyer and take back a "purchase money mortgage" (i.e., a promissory note secured by a lien on the property). The payments received by the Developer on the purchase money mortgages will be used by it in accordance with NSP requirements to finance the purchase and rehabilitation (or redevelopment) of additional foreclosed upon properties for subsequent resale to NSP income eligible homebuyers. The Developer will take back a purchase money mortgage on each sale. The terms of the NSP Loan may provide for no interest and no principal amortization until the maturity date, and may contain such other terms as may be negotiated between the Developer and the grantee, subject to compliance with applicable NSP requirements. The NSP Loan terms may also provide for forgiveness of the Developer's repayment obligations, in whole or in part, upon completion of the approved activities, as specified in the NSP Loan agreement, in accordance with NSP requirements.

The NSP Notice provides that revenue received by a private individual or other entity that is directly generated by an activity carried out pursuant to Section 2301(c)(3)(A) must be provided to the grantee. However, since the grantee could immediately use that revenue to make another loan to the Developer for a similar activity, the loan agreement between the grantee and Developer can provide for continued use as described above, subject to compliance with all applicable NSP requirements. Grantees are reminded that Section 2301(d)(3) provides that, if an abandoned or foreclosed-upon home or residential property is purchased, redeveloped, or otherwise sold to an individual as a primary

residence, then such sale shall be in an amount equal to or less than the cost to acquire and redevelop or rehabilitate such home or property up to a decent, safe, and habitable condition. Revenue generated by activities carried out pursuant to Section 2301(c)(3)(A) does not have to be returned to the grantee after five years.'

If all funds cannot be obligated using Loans to SSO's and Habitat affiliates, Lake County will provide cash assistance through first (maximum 1% interest) and soft second loans (based on affordability and need for each HH) to our Partners to directly to eligible home buyers to implement this strategy in the 18 months time frame.

E. *ACQUISITIONS & RELOCATION*

Indicate whether grantee intends to demolish or convert any low- and moderate-income dwelling units (i.e., ≤ 80% of area median income).

If so, include:

- The number of low- and moderate-income dwelling units—i.e., ≤ 80% of area median income—reasonably expected to be demolished or converted as a direct result of NSP-assisted activities.
- The number of NSP affordable housing units made available to low- , moderate-, and middle-income households—i.e., ≤ 120% of area median income—reasonably expected to be produced by activity and income level as provided for in DRGR, by each NSP activity providing such housing (including a proposed time schedule for commencement and completion).
- The number of dwelling units reasonably expected to be made available for households whose income does not exceed 50 percent of area median income.

Response:

Lake County intends to utilize ELIGIBLE USE A: Financing Mechanisms and D: Demolish Blighted Structures through local Affordable Housing Partners. Lake County will not directly acquire any properties nor will we be entertaining any demolition activities directly. We will not entertain any occupied structures and therefore there will not be an relocations.

Activity	*Low Income*	*Moderate Income*	*Middle Income*	*Total*
ELIGIBLE USE A: Financing Mechanisms	11	11	6	28
ELIGIBLE USE D: Demolish Blighted Structures	5	10	0	15

For SSO's and Habitat affiliates with the capacity to address NSP goals and requirements, Lake County intends to make funds available using HUD Q& A criteria for *Financing Mechanisms* using forgivable loans:

HUD NSP Q&A: 'A grantee wishes to make a loan (the "NSP Loan") to a non-profit entity (the "Developer") to finance the purchase of foreclosed upon homes and residential properties for rehabilitation (or redevelopment) and resale to low- and moderate-income homebuyers. Upon completion of the rehabilitation (or redevelopment), the Developer will sell each property to an NSP income eligible homebuyer and take back a "purchase money mortgage" (i.e., a promissory note secured by a lien on the property). The payments received by the Developer on the purchase money mortgages will be used by it in accordance with NSP requirements to finance the purchase and rehabilitation (or redevelopment) of additional foreclosed upon properties for subsequent resale to NSP income eligible homebuyers. The Developer will take back a purchase money mortgage on each sale. The terms of the NSP Loan may provide for no interest and no principal amortization until the maturity date, and may contain such other terms as may be negotiated between the Developer and the grantee, subject to compliance with applicable NSP requirements. The NSP Loan terms may also provide for forgiveness of the Developer's repayment obligations, in whole or in part, upon completion of the approved activities, as specified in the NSP Loan agreement, in accordance with NSP requirements.

The NSP Notice provides that revenue received by a private individual or other entity that is directly generated by an activity carried out pursuant to Section 2301(c)(3)(A) must be provided to the grantee. However, since the grantee could immediately use that revenue to make another loan to the Developer for a similar activity, the loan agreement between the grantee and Developer can provide for continued use as described above, subject to compliance with all applicable NSP requirements. Grantees are reminded that Section 2301(d)(3) provides that, if an abandoned or foreclosed-upon home or residential property is purchased, redeveloped, or otherwise sold to an individual as a primary residence, then such sale shall be in an amount equal to or less than the cost to acquire and redevelop or rehabilitate such home or property up to a decent, safe, and habitable condition. Revenue generated by activities carried out pursuant to Section 2301(c)(3)(A) does not have to be returned to the grantee after five years.'

If all funds cannot be obligated using Loans to SSO's and Habitat affiliates, Lake County will provide cash assistance through first (maximum 1% interest) and soft second loans (based on affordability and need for each HH) to our Partners to directly to eligible home buyers to implement this strategy in the 18 months time frame.

F. PUBLIC COMMENT

Provide a summary of public comments received to the proposed NSP Substantial Amendment.

Note: proposed NSP Substantial Amendment must be published via the usual methods and posted on the jurisdiction's website for no less than 15 calendar days for public comment.

Response:

The plan was posted on Lake County's website, www.lakecountyfl.gov for public review and comment for 15 days which began on November 10, 2008. The document will remain on our website up to and after the meeting of the Board of County Commissioners on November 25, 2008. The document's location for review and comment was advertised in the Lake County Edition of the Orlando Sentinel on November 9, 2008. The advertisement posted in the Orlando Sentinel is provided below on Page 15.

A summary of the comments received during the public review and comment period and our responses and any action steps taken as a result are provided below.

Comment # 1:

A number of local vendors have reached out advising us of their availability to provide services during the implementation of the program.

Action Step: A list of all interested parties will be maintained and referred to our local partners who will be contracted to perform the implementation.

Comment # 2:

Our CDBG Entitlement Partner, the City of Lady Lake wrote advising us of a major effort on their part to foreclose on and demolish 15 mobile home structures in the Skyline Hills area (which is a CDBG target neighborhood). They are requesting the inclusion of this effort in the NSP program and would like $22,500.00 appropriated to cover the cost.

Action Step: Lake County agreed to include this outstanding project in the NSP and therefore has amended their NSP Application adding the Eligible Use Category D. Demolish Blighted Structures to the Plan and allocated the full amount in our budget.

Comment # 3:

Habitat for Humanity Lake-Sumter, FL Inc. wrote asking a serious of questions to clarify their understanding of the Plan as drafted. Also, they had one substantive comment pertaining to increasing the number of housing units for very low income to purchase and reduce the number of rentals. They are strongly supportive of the Plan and intend to apply to be one of our Local Development Partners during the implementation stage.

Action Step: We responded in writing specifically to each of the four (4) questions posed to assist them in a better understanding of the program. On the substantive question of a realignment of purchase vs. rental for the very low income, we have decided to amend

our Plan to achieve just that outcome. We are increasing the numbers of units for purchase and reduced the number of units for rental.

LAKE COUNTY
NEIGHBORHOOD STABILIZATION PROGRAM
PUBLIC INSPECTION AND COMMENT PERIOD

The Lake County Department of Community Services has completed a plan outlining proposed uses of Lake County's Neighborhood Stabilization Program allocation. Total anticipated allocation is $3,136,967. The Plan will still require approval by the Lake County Board of County Commissioners and the U.S. Department of Housing and Urban Development (HUD) before it can be implemented. All proposed activities will benefit low, moderate, and middle income persons as defined in Title III of Division B of the Housing and Economic Recovery Act, 2008.
The Plan will be **available for public inspection and comment between November 10 and November 25, 2008** on the County's website at www.lakegovernment.com.

Any questions regarding this Plan should be directed to Bill Gearing at 352-742-6515 or by email at wgearing@lakecountyfl.gov. All comments received will be considered.

G. *NSP INFORMATION BY ACTIVITY (COMPLETE FOR EACH ACTIVITY)*

Activity # 1: Establish Financing Mechanisms

(1) Activity Name: Financing Mechanisms with Affordable Housing Partners

(2) Activity Type: ELIGIBLE USE A: Establish Financing Mechanisms and CDBG 24CFR 570.206

(3) National Objective: (Must be a national objective benefiting low, moderate and middle income persons, as defined in the NSP Notice—i.e., ≤ 120% of area median income).

Lake County's project will directly benefit Low, Moderate, and Middle Income Persons as defined in the NSP Federal Register, published October 6, 2008. We anticipate that a total of 28 income eligible households will be served.

(4) Activity Description:
Include a narrative describing the area of greatest need that the activity addresses; the expected benefit to income-qualified persons; and whether funds used for this activity will be used to meet the low income housing requirement for those below 50% of area median income.

Lake County intends to work through our Affordable Housing Partners which may include Lake-Sumter FL Habitat for Humanity, New Beginnings, Homes in Partnership, City Governments, and other Supportive Services Organizations (SSO's) (with the capacity to provide affordable housing and meet NSP goals and requirements) which will be selected by a competitive process to implement the NSP program by utilizing ELIGIBLE USE A: Financing Mechanisms. It is our intention to make loans and grants to local Affordable Housing Partners to create 28 households by providing financing for them to acquire, rehab, and sell to income eligible Home Buyers and to provide permanent rental housing opportunities for a portion of our homeless population in Community Residences (small group homes with Supportive Services provided). Please refer to the chart under item # 6 for the breakdown by income levels. Those units provided for persons with incomes below 50% of AMI represents 35% of our grant funding.

(5) Location Description: (Description may include specific addresses, blocks or neighborhoods to the extent known.)

As of October 31 the number of foreclosed properties in Lake County is in excess of 3,100. The majority of these foreclosed properties are located within the city limits of both Lake County's CDBG entitlement partner communities and non-partner small Cities through-out the County. Very few areas which could be considered the greatest need areas are actually in the County's non-incorporated land area. Therefore, Lake County

has determined that our service area and the target areas have been selected based on areas of greatest need and not restricted by geographic local government boundaries. Those communities which are currently Lake County CDBG Entitlement partners include Astatula, Lady Lake, Montverde, and Tavares. For those communities which are not currently entitlement partners with Lake County, a Memorandum of Understanding (MOU) will be established to grant authority to operate the NSP within their jurisdictional boundaries. These additional communities which will be included in the Lake County NSP include Altoona, Clermont, Dona Vista, Eustis, Fruitland Park, Grand Island, Groveland, Howey in the Hills, Leesburg, Mascotte, Mount Dora, Paisley, Sorrento, and Umatilla. **Specifically the service area will include: the Eustis area (Zip Codes 32726 & 32736); the Clermont area (Zip Code 34711); the Leesburg area (Zip Codes 34748 & 34788) and the City of Lady Lake (Zip Code 32159).**

(6) Performance Measures (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent).

Activity	*Low Income*	*Moderate Income*	*Middle Income*	*Total*
ELIGIBLE USE A: Financing Mechanisms	11	11	6	28

Lake County will not acquire, rehab or demolish any housing units directly. All activities and therefore NSP funding will be provided through ELIGIBLE USE A: Financing Mechanisms by working with a select number of local Affordable Housing Partners.

We anticipate the breakdown of the housing units which will be provided are as follows:

Activity	*Income Level*	*# of Units*	*Average Cost*	*Total Cost*
Purchase assistance-single family	Low	8	$110,000	$ 880,000
Purchase assistance-single family	Moderate	11	$100,000	$1,100,000
Purchase assistance-single family	Middle	6	$100,000	$ 600,000
Purchase assistance-Community residence with supportive services	Low	3	$ 75,000	$ 225,000

(7) Total Budget: $2,805,000

(8) Responsible Organization: (Describe the responsible organization that will implement the NSP activity, including its name, location, and administrator contact information)

Lake County's Community Services Department (c/o Bill Gearing, 1300 S. Duncan Drive, Tavares, FL, 32778-7800, phone: 352-742-6515) will conduct a competitive process to select local Affordable Housing Partners. Organizations such as the Lake-Sumter FL Habitat for Humanity, Home in Partnership, New Beginnings (developer of Community Residences for Homeless), other SSO's and some area local governments have already voiced an interest and readiness to undertake NSP grant activities. Lake County will provide loans/grants to these local partners to create the estimated 28 new housing opportunities through NSP funding. Lake County will be the lead agency and maintain the Administrative dollars and some program income for monitoring and oversight functions of the Partners and their implementation progress.

Other Program Requirements:

- Homebuyer Counseling. Any NSP assisted homebuyer must receive at least eight (8) hours of homebuyer counseling from a HUD approved housing counseling agency prior to obtaining a mortgage loan.
- Lender Requirements. The lender of any first mortgage loan provided to an income eligible household must comply with Treasury's guidance for non-traditional mortgages. Compliance must be documented. All loans must be at a fixed rate loans not to exceed a term of forty (40) years.

(9) Projected Start Date: January 15, 2009

(10) Projected End Date: July 30, 2013

(11) Specific Activity Requirements:

For acquisition activities, include:

- discount rate-Lake County will closely monitor our partners to ensure that the mandatory discount rate of an overall 15% is achieved for the entire portfolio of properties acquired.

For financing activities, include:

- range of interest rates-Lake County will utilize a mixture of loans and grants to our Local Affordable Housing Partners to achieve the maximum benefit to the end purchasers and renters in terms of their long term affordability. When Loans are issued they will never be assessed at a higher interest rate than 1% to the Affordable Housing Partners.

For housing related activities, include:

- duration or term of assistance; Financing Mechanisms assistance will be permanent to our local Development Partners. Program income will be allowed to be maintained by the Partner as long as they guarantee the income is spent in accordance with NSP regulations. Use of program income by partners will be monitored.

- tenure of beneficiaries--rental or homeownership; Both homeownership (25 units) and Rental (3 units) are included in this activity.
- a description of how the design of the activity will ensure continued affordability

Lake County will ensure the long term affordability through the use of recorded Restrictive Use Covenants (for sale units) and MOU's with Partners requiring long term affordability on any rental units. Affordability provisions will remain in place for 20 years for units sold to persons at or above 80% AMI. Affordability provisions will remain in place for 30 years for persons with incomes below 80% of AMI. Additionally, all subsequent purchasers of assisted units must be income eligible or, if any subsequent purchasers of the unit are not-income eligible, the amount of assistance will be recaptured at resale. Recapture provisions will be identical to those established in our SHIP Program, Local Housing Assistance Plan.

Activity # 2: Demolish Blighted Structures

(1) Activity Name: Demolish Blighted Structures with Affordable Housing Partners

(2) Activity Type: ELIGIBLE USE D: Demolish Blighted Structures and CDBG 24CFR 570.201 (d)

(3) National Objective: (Must be a national objective benefiting low, moderate and middle income persons, as defined in the NSP Notice—i.e., ≤ 120% of area median income).

Lake County's project will directly benefit Low, Moderate, and Middle Income Persons as defined in the NSP Federal Register, published October 6, 2008. We anticipate that a total of 15 income eligible households will be served.

(4) Activity Description:
Include a narrative describing the area of greatest need that the activity addresses; the expected benefit to income-qualified persons; and whether funds used for this activity will be used to meet the low income housing requirement for those below 50% of area median income.

Lake County intends to work through our Affordable Housing Partners which may include Lake-Sumter FL Habitat for Humanity, New Beginnings, Homes in Partnership, City Governments, and other Supportive Services Organizations (SSO's) (with the capacity to provide affordable housing and meet NSP goals and requirements) which will be selected by a competitive process to implement the NSP program by utilizing ELIGIBLE USE D: Demolish Blighted Structures. It is our intention to make grants to local Affordable Housing Partners to demolish 15 blighted structures by providing financing for them to demolish blighted structures that they have already foreclosed on.

(5) Location Description: (Description may include specific addresses, blocks or neighborhoods to the extent known.)

This opportunity to demolish blighted structures was brought to our attention by one of our CDBG Entitlement Partners, the City of Lady Lake**. The neighborhood they are targeting is an eligible neighborhood under our current CDBG program, the Skyline Hills area within the City limits which is specifically Zip Code 32159.** The City has foreclosed on 15 blighted mobile home structures and is interested in the funding to carry out the demolition. The intention is to use future CDBG funds or Habitat for Humanity resources to build new structures for low income families.

(6) Performance Measures (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent).

Activity	*Low Income*	*Moderate Income*	*Middle Income*	*Total*
ELIGIBLE USE D: Demolish Blighted Structures	5	10	0	15

Lake County will not acquire, rehab or demolish any housing units directly. All activities and therefore NSP funding will be provided through ELIGIBLE USE D: Demolish Blighted Structures by working with a select number of local Affordable Housing Partners. The estimated cost of each mobile home demolition is $1,500.00.

(7) Total Budget: $22,500.00

(8) Responsible Organization: (Describe the responsible organization that will implement the NSP activity, including its name, location, and administrator contact information)

Lake County's Community Services Department (c/o Bill Gearing, 1300 S. Duncan Drive, Tavares, FL, 32778-7800, phone: 352-742-6515) will conduct a competitive process to select local Affordable Housing Partners. Organizations such as the Lake-Sumter FL Habitat for Humanity, Home in Partnership, New Beginnings (developer of Community Residences for Homeless), other SSO's and some area local governments such as the **City of Lady Lake** have already voiced an interest and readiness to undertake NSP grant activities. Lake County will provide loans/grants to these local partners to accomplish the demolition of the 15 blighted structures through NSP funding. Lake County will be the lead agency and maintain the Administrative dollars and some program income for monitoring and oversight functions of the Partners and their implementation progress.

Other Program Requirements:

- Homebuyer Counseling. Any NSP assisted homebuyer must receive at least eight (8) hours of homebuyer counseling from a HUD approved housing counseling agency prior to obtaining a mortgage loan.
- Lender Requirements. The lender of any first mortgage loan provided to an income eligible household must comply with Treasury's guidance for non-traditional mortgages. Compliance must be documented. All loans must be at a fixed rate loans not to exceed a term of forty (40) years.

(9) Projected Start Date: January 15, 2009

(10) Projected End Date: July 30, 2013

(11) Specific Activity Requirements:

For acquisition activities, include:

- discount rate-Lake County will closely monitor our partners to ensure that the mandatory discount rate of an overall 15% is achieved for the entire portfolio of properties acquired.

For financing activities, include:

- range of interest rates-Lake County will utilize a mixture of loans and grants to our Local Affordable Housing Partners to achieve the maximum benefit to the end purchasers and renters in terms of their long term affordability. When Loans are issued they will never be assessed at a higher interest rate than 1% to the Affordable Housing Partners.

For housing related activities, include:

- duration or term of assistance; Financing Mechanisms assistance will be permanent to our local Development Partners. Program income will be allowed to be maintained by the Partner as long as they guarantee the income is spent in accordance with NSP regulations. Use of program income by partners will be monitored.
- tenure of beneficiaries--rental or homeownership; Both homeownership (25 units) and Rental (3 units) are included in this activity.
- a description of how the design of the activity will ensure continued affordability

Lake County will ensure the long term affordability through the use of recorded Restrictive Use Covenants (for sale units) and MOU's with Partners requiring long term affordability on any rental units. Affordability provisions will remain in place for 20 years for units sold to persons at or above 80% AMI. Affordability provisions will remain in place for 30 years for persons with incomes below 80% of AMI. Additionally,

all subsequent purchasers of assisted units must be income eligible or, if any subsequent purchasers of the unit are not-income eligible, the amount of assistance will be recaptured at resale. Recapture provisions will be identical to those established in our SHIP Program, Local Housing Assistance Plan.

Activity # 3: Program Administration

(1) Activity Name: Program Administration

(2) Activity Type: ELIGIBLE USE A: Planning and Administration and CDBG 24CFR 570.206(a)(1)

(3) National Objective: (Must be a national objective benefiting low, moderate and middle income persons, as defined in the NSP Notice—i.e., ≤ 120% of area median income). Not Applicable.

(4) Activity Description:
Include a narrative describing the area of greatest need that the activity addresses; the expected benefit to income-qualified persons; and whether funds used for this activity will be used to meet the low income housing requirement for those below 50% of area median income.

NSP Program Administration funds will be utilized to pay reasonable and necessary expenses of implementing Activity # 1 Financing Mechanisms including County staff salaries and overhead and the engagement of a consulting firm to provide assistance.

(5) Location Description: (Description may include specific addresses, blocks or neighborhoods to the extent known.)

Specifically the service area will include: the Eustis area (Zip Codes 32726 & 32736); the Clermont area (Zip Code 34711); the Leesburg area (Zip Codes 34748 & 34788) and the City of Lady Lake (Zip Code 32159).

(6) Performance Measures (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent).

Activity	*Low Income*	*Moderate Income*	*Middle Income*	*Total*
ELIGIBLE USE A: Financing Mechanisms	11	11	6	28
ELIGIBLE USE D: Demolish Blighted Structures	5	10	0	15

Lake County will not acquire, rehab or demolish any housing units directly. All activities and therefore NSP funding will be provided through ELIGIBLE USE A & D by working with a select number of local Affordable Housing Partners.

We anticipate the breakdown of the housing units which will be provided are as follows:

Activity	*Income Level*	*# of Units*	*Average Cost*	*Total Cost*
Purchase assistance-single family	Low	8	$110,000	$ 880,000
Purchase assistance-single family	Moderate	11	$100,000	$1,100,000
Purchase assistance-single family	Middle	6	$100,000	$ 600,000
Purchase assistance-Community residence with supportive services	Low	3	$ 75,000	$ 225,000
Demolish Blighted Structures	Low	5	$ 7,500	$ 7,500
Demolish Blighted Structures	Moderate	10	$ 15,000	$ 15,000

(7) Total Budget: $309,467.00 (less than 10%)

(8) Responsible Organization: (Describe the responsible organization that will implement the NSP activity, including its name, location, and administrator contact information)

The Lake County Community Services Department under the leadership of Bill Gearing located at 1300 S. Duncan Drive, Tavares, FL. 32778-7800, Phone: 352-742-6515 and a outside consulting firm, yet to be selected.

(9) Projected Start Date: October 20, 2008

(10) Projected End Date: July 30, 2013

(11) Specific Activity Requirements:
For acquisition activities, include:

Not Applicable.

For financing activities, include:

Not Applicable.

For housing related activities, include:
Not Applicable.

Exhibit "A"

Lake County
Neighborhood Stabilization Program Budget

Activity	Amount	50% and below Amount	51-80% AMI Amount	81-120% AMI Amount
Planning and Administration	$ 309,467.00			
Eligible Use A: Financing Mechanisms	$2,805,000.00	$1,105,000.00	$1,100,000.00	$ 600,000.00
Eligible Use D: Demolish Blighted Structures	$ 22,500.00	$ 7,500.00	$ 15,000.00	$ -0-
Total Budget	$3,136,967.00	$1,112,500.00	$1,115,000.00	$ 600,000.00

*Planning and Administration is limited to 10% of Allocation

NSP Allocation **$3,136,967.00**

CERTIFICATIONS

(1) **Affirmatively furthering fair housing**. The jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

(2) **Anti-lobbying**. The jurisdiction will comply with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

(3) **Authority of Jurisdiction**. The jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.

(4) **Consistency with Plan**. The housing activities to be undertaken with NSP funds are consistent with its consolidated plan, which means that NSP funds will be used to meet the congressionally identified needs of abandoned and foreclosed homes in the targeted area set forth in the grantee's substantial amendment.

(5) **Acquisition and relocation**. The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the Notice for the NSP program published by HUD.

(6) **Section 3**. The jurisdiction will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

(7) **Citizen Participation**. The jurisdiction is in full compliance and following a detailed citizen participation plan that satisfies the requirements of Sections 24 CFR 91.105 or 91.115, as modified by NSP requirements.

(8) **Following Plan**. The jurisdiction is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

(9) **Use of funds in 18 months**. The jurisdiction will comply with Title III of Division B of the Housing and Economic Recovery Act of 2008 by using, as defined in the NSP Notice, all of its grant funds within 18 months of receipt of the grant.

(10) **Use NSP funds ≤ 120 of AMI**. The jurisdiction will comply with the requirement that all of the NSP funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120 percent of area median income.

(11) **Assessments.** The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by

assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if NSP funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the jurisdiction certifies that it lacks NSP or CDBG funds to cover the assessment.

(12) **Excessive Force**. The jurisdiction certifies that it has adopted and is enforcing: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from, a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(13) **Compliance with anti-discrimination laws**. The NSP grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

(14) **Compliance with lead-based paint procedures**. The activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K, and R of this title.

(15) **Compliance with laws**. The jurisdiction will comply with applicable laws.

_____ _____

Signature/Authorized Official Date

Welton G. Cadwell

Chairman, Board of County Commissioners

Title

NSP Substantial Amendment Checklist

For the purposes of expediting review, HUD asks that applicants submit the following checklist along with the NSP Substantial Amendment and SF-424.

Contents of an NSP Action Plan Substantial Amendment

Jurisdiction(s): Lake County, Florida Lead Agency Jurisdiction Web Address: www.lakecountyfl.gov	NSP Contact Person: Bill Gearing, CPM Community Enhancement Coordinator Housing and Community Development Division Lake County Community Services Dept. 1300 S. Duncan Drive, Bldg. E, Room 112 P.O. Box 7800 Tavares, FL 35778-7800 Telephone:352-742-6515 Fax:352-742-6535 Email: WGearing@lakecountyfl.gov

The elements in the substantial amendment required for the Neighborhood Stabilization Program are:

A. Areas of Greatest Need

Does the submission include summary needs data identifying the geographic areas of greatest need in the grantee's jurisdiction?

Yes X No☐. Verification found on page 4-8.

B. Distribution and Uses of Funds

Does the submission contain a narrative describing how the distribution and uses of the grantee's NSP funds will meet the requirements of Section 2301(c)(2) of HERA that funds be distributed to the areas of greatest need, including those with the greatest percentage of home foreclosures, with the highest percentage of homes financed by a subprime mortgage related loan, and identified by the grantee as likely to face a significant rise in the rate of home foreclosures?

Yes X No☐. Verification found on page 9.

Note: The grantee's narrative must address the three stipulated need categories in the NSP statute, but the grantee may also consider other need categories.

C. Definitions and Descriptions

For the purposes of the NSP, do the narratives include:

- a definition of "blighted structure" in the context of state or local law,
  Yes X No☐. Verification found on page 9.

- a definition of "affordable rents,"

Yes X No☐. Verification found on page 10.

- a description of how the grantee will ensure continued affordability for NSP assisted housing,
  Yes X No☐. Verification found on page 10.

- a description of housing rehabilitation standards that will apply to NSP assisted activities?
  Yes X No☐. Verification found on page 10.

D. Low Income Targeting

- Has the grantee described how it will meet the statutory requirement that at least 25% of funds must be used to purchase and redevelop abandoned or foreclosed upon homes or residential properties for housing individuals and families whose incomes do not exceed 50% of area median income?
  Yes X No☐. Verification found on page 11.

- Has the grantee identified how the estimated amount of funds appropriated or otherwise made available will be used to purchase and redevelop abandoned or foreclosed upon homes or residential properties for housing individuals or families whose incomes do not exceed 50% of area median income?
  Yes X No☐. Verification found on page 11-12.
  Amount budgeted = $1,112,500 (35%).

E. Acquisitions & Relocation

Does grantee plan to demolish or convert any low- and moderate-income dwelling units?
YesX No .
Verification found on page 12.

If so, does the substantial amendment include:

- The number of low- and moderate-income dwelling units—i.e., ≤ 80% of area median income—reasonably expected to be demolished or converted as a direct result of NSP-assisted activities?
  Yes X No☐. Verification found on page 12.

- The number of NSP affordable housing units made available to low- , moderate-, and middle-income households—i.e., ≤ 120% of area median income—reasonably expected to be produced by activity and income level as provided for in DRGR, by each NSP activity providing such housing (including a proposed time schedule for commencement and completion)?
  Yes ☐ NoX. Verification found on page 12.

- The number of dwelling units reasonably expected to be made available for households whose income does not exceed 50 percent of area median income?
  Yes X No☐. Verification found on page 12.

F. Public Comment Period

Was the proposed action plan amendment published via the grantee jurisdiction's usual methods and on the Internet for no less than 15 calendar days of public comment?

Yes X No☐. Verification found on page 14-15.

Is there a summary of citizen comments included in the final amendment?

Yes X No☐ Verification found on page 14.

G. Information By Activity

Does the submission contain information by activity describing how the grantee will use the funds, identifying: ACTIVITY # 1/2

- eligible use of funds under NSP,
  Yes X No☐. Verification found on page 16/19.

- correlated eligible activity under CDBG,
  Yes X No☐. Verification found on page 16/19.

- the areas of greatest need addressed by the activity or activities,
  Yes X No☐. Verification found on page 16/19.

- expected benefit to income-qualified persons or households or areas,
  Yes X No☐. Verification found on page 16/20.

- does the applicant indicate which activities will count toward the statutory requirement that at least 25% of funds must be used to purchase and redevelop abandoned or foreclosed upon homes or residential properties for housing individuals and families whose incomes do not exceed 50% of area median income?
  Yes X No☐. Verification found on page 17/20.

- appropriate performance measures for the activity,
  Yes X No☐. Verification found on page 17/20.

- amount of funds budgeted for the activity,
  Yes X No☐. Verification found on page 17/20.

- the name, location and contact information for the entity that will carry out the activity,
  Yes X No☐. Verification found on page 17/20.

- expected start and end dates of the activity?
  Yes X No☐. Verification found on page 18/21.

- <u>If the activity includes acquisition of real property</u>, the discount required for acquisition of foreclosed upon properties,
  Yes X No☐. Verification found on page 18/21.

- If the activity provides financing, the range of interest rates (if any),
  Yes X No☐. Verification found on page 18/21.

- If the activity provides housing, duration or term of assistance,

  Yes X No☐. Verification found on page 18/21.

- tenure of beneficiaries (e.g., rental or homeownership),
  Yes X No☐. Verification found on page 18/21.

- does it ensure continued affordability?
  Yes X No☐. Verification found on page 18/21.

H. CERTIFICATIONS

The following certifications are complete and accurate:

(1) Affirmatively furthering fair housing	YesX	No☐
(2) Anti-lobbying	YesX	No☐
(3) Authority of Jurisdiction	YesX	No☐
(4) Consistency with Plan	YesX	No☐
(5) Acquisition and relocation	YesX	No☐
(6) Section 3	YesX	No☐
(7) Citizen Participation	YesX	No☐
(8) Following Plan	YesX	No☐
(9) Use of funds in 18 months	YesX	No☐
(10) Use NSP funds ≤ 120 of AMI	YesX	No☐
(11) No recovery of capital costs thru special assessments	YesX	No☐
(12) Excessive Force	YesX	No☐
(13) Compliance with anti-discrimination laws	YesX	No☐
(14) Compliance with lead-based paint procedures	YesX	No☐
(15) Compliance with laws	YesX	No☐