



**CITY OF DELTONA
REQUEST FOR PROPOSALS #26019
MISCELLANEOUS LAND ACQUISITION
SERVICES**

Submit Proposals to:

City of Deltona
Kate Duffy, CPPO, CPPB
2345 Providence Blvd.
Deltona, FL 32725

RESPONSE DUE DATE AND TIME:
Thursday, May 21, 2026 at 2:30 p.m.

Contact:

Kate Duffy, CPPO, CPPB
Purchasing Manager
Phone: (386) 878-8570
Fax: (386) 878-8571
kduffy@deltonafl.gov

PROJECTS GENERATED FROM THIS CONTRACT MAY RECEIVE
FINANCIAL ASSISTANCE FROM FEDERAL SOURCES (FEMA, HUD, etc.)

COMPLIANCE WITH FEDERAL LAWS, REQUIREMENTS AND
SUBMISSION OF GRANT RELATED FORMS ARE MANDATORY
COMPONENTS OF THIS SOLICITATION.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Respondent shall complete and submit the additional required information together with the forms herein in the order as they are requested. All responses shall be submitted in a seal envelope. Companies shall submit **one original and three copies and one USB** of their response, complete with all supporting documentation. SUBMITTAL OF A RESPONSE TO THIS REQUEST FOR PROPOSALS CONSTITUTES A FORMAL DECLARATION OF GENERAL QUALIFICATIONS, EXPERIENCE AND ABILITY TO PERFORM THE SERVICES OUTLINED IN THE RFP BY THE COMPANY SUBMITTING RESPONSE. RFP responses which do not comply with these requirements may be rejected at the option of the City.

Under no circumstances shall submittals delivered after the time specified be considered; such submittals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serve as the official authority to determine lateness of any response. It is the Respondents sole responsibility to assure that his/her submittal is complete and delivered at the proper time and place of the RFP opening. Submittals which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A response may **NOT** be altered by the Proposer after due date and time.

Persons with disabilities needing assistance to participate in the Public RFP Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-878-2100.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Proposer. Vendors/Proposers doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Proposer be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES

The City reserves the right to require proof that the Proposer is an established business that is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

MISTAKES: Proposers are expected to examine the terms and conditions, specifications, delivery schedule, proposed prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Proposer's total offer will be corrected accordingly. RFP's having erasures or corrections must be initialed in ink by the Proposer.

AWARD TERM The term of this award is three years with the option to renew for two additional one-year periods.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the RFP Response Form.

GENERAL: The City of Deltona, having limited storage facilities, requires the service of private Proposers to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this request if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Documents are the only conditions applicable to this RFP and the Proposer's authorized signature on the RFP Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Respondents shall carefully examine the RFP Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of submittals; failure to do so, on the part of the Respondent, will constitute an acceptance by the Respondent of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP Documents shall be requested in writing by email, and received by the City at least seven (7) calendar days prior to the RFP Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the RFP. Therefore, oral statements given before the RFP opening will not be binding. Any interpretation of, or changes to, the RFP will be made in the form of a written Addendum to the RFP and will be furnished to all Respondents through DemandStar. Receipt of all addenda shall be acknowledged by the Respondents by signing and enclosing said addenda or addendum acknowledgement with their response.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to RFP Documents, in the form of a written addendum. Should revisions to the RFP Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Respondents who received a RFP package through DemandStar. All addendums are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Respondents who obtain RFP Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a RFP holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Respondent may cause your RFP to be rejected as non-responsive if you have failed to submit a RFP without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received.

PROTESTS: Any Respondent who disputes the RFP selection or contract award recommendation shall file such protest according to the response protest procedures. These procedures are available upon request from the City.

CONFLICT OF INTEREST: All Respondents must disclose with their RFP the name of any officer, director, or Agent who is also an employee of the City. All Respondents must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's Proposer or any of its branches.

LEGAL REQUIREMENTS: Respondents are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations, that are applicable to the items being procured. Lack of knowledge by the Respondent shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more RFP's which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a RFP received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the City's Purchasing Manual, shall constitute a waiver of proceedings.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all Submittals, or waive any minor irregularity or technicality in Submittals received, award or eliminate an portion of the submittal, and may, at its sole discretion, request a re-response, or abandon the project in its entirety. Respondents are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this RFP prior to their delivery, it shall be the responsibility of the Respondent to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Proposer, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Proposer.

ADVERTISING: In submitting a RFP, Respondent agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Respondent certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Respondent further certifies that, if he/she is the successful Respondent, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Respondent.

RESPONSIBILITY: A Respondent must have at the time of the RFP opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product proposed, and capable of producing or providing the items proposed, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Respondent's facilities at any reasonable time, during normal working hours, to determine that Respondent has a bona fide place of business, and is a responsible Respondent.

DISQUALIFICATION OF RESPONDENT: More than one response from an individual, Proposer, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Respondent is involved in more than one proposal submittal will be cause for rejection of all RFP's in which such Respondents are believed to be involved. Any or all Submittals will be rejected if there is reason to believe that collusion exists between Respondents. RFP's in which the prices obviously are unbalanced will be subject to rejection.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a RFP expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Respondent shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or thirty (30) days after opening, whichever is earlier, RFP's become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Respondents must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

RFP's may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

RFP PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposals. Respondents should prepare their submittals simply and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Deltona reserves the right to accept or reject any or all Submittals and to make the award to that Respondent, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the response of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of respondents in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-response, or abandon the project/procurement in its entirety.

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

HOLD HARMLESS / INDEMNIFY – The Proposer agrees to indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Proposer and other persons employed or utilized by the Proposer in the performance of this Contract.

INDEMNIFICATION: (GENERAL LIABILITY) – The selected Proposer shall indemnify, hold harmless, and defend the City of Deltona and their respective Commission, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at anytime be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the Proposer, or anyone performing any act required of Proposer in connection with performance of the agreement awarded pursuant to this RFP. These obligations shall survive acceptance of any goods and/or performance and payment therefore by City of Deltona.

PUBLIC ENTITY CRIMES – A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a supplier, Sub-Proposer, or Proposer under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted Proposer list.

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION – The award hereunder is subject to Chapter 112, Florida Statutes. All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City of Deltona Board of City Commissioners. Further, all Proposers must disclose the name of any City of Deltona Board of City Commissioners employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Proposer's Proposer or any of its branches.

The Proposer shall certify that he/she has not, either directly or indirectly, entered into any Contract, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with the RFP and that the Proposer is not financially interested in, or otherwise affiliated in a business way with any other Proposer on the same land or improvements.

GRATUITIES AND KICKBACKS – Gratuities: It shall be unethical for any person to offer, give, or agree to give any City of Deltona employee or former City of Deltona employee, or for any City employee or former City of Deltona employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity to the City.

City in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Proposer under a contract to the prime Proposer or higher tier Sub-Proposer or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

AMERICANS WITH DISABILITIES ACT (ADA) – If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-313-4007 at least 48 hours before the scheduled event.

LICENSES (if applicable) – The Proposer shall be responsible for obtaining and maintaining all required licenses. An occupational license and any licenses required pursuant to the laws of the State of Florida. In furnishing the service or product to the City, the vendor shall comply with all federal, state and City rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, and proposal or quote.

COPIES – Copies of documents, records, materials, and/or reproductions upon request will be charged in accordance with City of Deltona's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

PROPRIETARY/RESTRICTIVE SPECIFICATIONS – Prospective proposers, who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Purchasing Division upon receipt of this Request for Proposals of prior to proposal opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Request for Proposals.

VENDOR ASSISTANCE WITH SPECIFICATIONS – Any prospective proposer which assisted the City in developing or writing the specifications contained herein are requested to so note such on the proposal page of their proposal response.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION – By submission of this proposal, the Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:

- (a) The prices in this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and,
- (c) No attempt has been made or will be made by the proposer to induce any other person or Proposer to submit or not to submit a proposal for the purpose of restricting competition.

SUBCONTRACTING – The Proposer will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Deltona Purchasing Department.

SUCCESSORS AND ASSIGNS – The City and the vendor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the vendor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the vendor.

EMPLOYEES OF THE PROPOSER – All work under this contract shall be performed in a professional and skillful manner. The City may require, in writing, that the Proposer removes from this contract any employee the City deems incompetent, careless, or otherwise objectionable.

ALIEN WORKERS – City of Deltona does not permit unauthorized alien workers in violation of section 274A of the Immigration and Naturalization Act. 8 United States Code §132a. Such employment deprives legal workers of job opportunities. Violation of section 274A shall be grounds for unilateral cancellation of the Contract, Agreement, Response or Quote for purchase of services and goods by City of Deltona.

E-VERIFY – The Proposer and Sub-contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to determine the employment eligibility of all persons employed by the Proposer during the term of the Contract to perform employment duties within Florida and all persons, including Sub-contractor, assigned by the Proposer to perform work pursuant to the Contract with the Department.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Scope of Work

1.01 BACKGROUND INFORMATION

The City of Deltona is soliciting responses to provide Miscellaneous Land Acquisition Services to include, but not limited to, appraisal, title services, and closing agent services. The City is interested in obtaining real property the City needs to carry out its services to the citizens of Deltona. Projects may include but are not limited to purchase of flood-prone properties, approved by FEMA for acquisition, demolition of structures and conversion to open space in perpetuity.

It is the intent of the City to establish multiple agreements. An Agreement does not guarantee any quantity of work.

1.02 SCOPE

Successful Company (hereinafter in this Scope referred to as Proposer) shall furnish all administrative labor, legal services, supplies, licensing, transportation, and other components necessary to provide Professional Land Acquisition that will meet the requirements of the Agreement.

1.03 GENERAL REQUIREMENTS

Proposer shall provide the following requirements:

- A. Establish and maintain an accurate and complete working file for each parcel while transmitting all original documentation to the City's representative on a weekly basis.
- B. Issue all applicable notices in accordance with City, State and Federal policies and procedures.
- C. Conduct negotiations for the acquisition of each parcel in accordance with all City, State and Federal policies and procedures.
- D. Submit fee quotes on a project-by-project basis and shall undertake to perform services only upon receipt of a work authorization form.

1.04 SERVICE REQUIREMENTS

Proposer's services shall include but not be limited to:

- A. Perform title searches, including title work on submerged lands, and verify all title work through confirmation with the owner and corroborating any discrepancies through property rolls and other necessary records.
- B. Review right-of-way parcel sketches and construction plans provided by the City and provide comments when applicable.
- C. Verify legal descriptions, right-of-way maps, construction plans, survey (if provided) and appraisal reports.
- D. Provide any project alert letters and correspondence to property owners as directed.

- E. Provide notice to property owner by certified mail, if required, or any other notice letters requested by the City prior to the initiating of negotiations for purchase, which cost will be solely based on appraisal report.
- F. Within thirty days of receipt of appraisal report, initiate negotiations by making purchase offer including approved market value estimate and if necessary, approved business damages. Requests to extend this time frame must be submitted within twenty (20) days of receipt of appraisal report.
- G. Provide documents on all contacts with the property owners and their representatives.
- H. Submit suit information packages to the City on all parcels contained within a work request notice to proceed no later than ninety (90) days after date of issuance of the approved appraisal reports, unless an administrative settlement has been approved by the City. Proposer shall continue work until the order of taking to assist the City in reaching a settlement.

1.05 SETTLEMENTS AND CLOSING

Proposer services shall include but not be limited to:

- A. Receive and review counteroffers from property owners or their representatives for consideration by the City, based on appraisal reports commissioned and paid for by the property owners.
- B. Prepare justification and recommendations for administrative settlements and submit such recommendations to the City representative for approval and further handling.
- C. Conduct all necessary closings and all related activities including but not limited to:
 - i. Provide an updated title search.
 - ii. Provide settlement letters, containing all terms and conditions negotiated with the property owner.
 - iii. Satisfaction of all liens and encumbrances.
 - iv. Recording of all title documents.
 - v. Collection of payment of prorated real estate taxes and documentary stamps, if required.
 - vi. Updated title search to be provided within twenty-four (24) hours prior to closing a parcel.
 - vii. Closing procedures within the City guidelines which may be modified at the sole discretion of the City.

1.06 RECORDS MAINTENANCE

Proposer services shall include but not be limited to:

- A. Maintain all files and distribute all documents in accordance with the requirements of the City.
- B. Assist the City with the maintenance of the official records management files as necessary to assure the integrity of the files by delivering parcel documentation to the City representative on a weekly basis.
- C. Turn over all files to the City upon completion of the project or as requested by the City.

D. All files shall be accessible and available to the City.

1.07 APPRAISAL SERVICES

Proposer services shall include but not be limited to:

- A. Perform all the services necessary to determine the market value of the parcels identified in any work order form and deliver three (3) copies and one (1) thumb drive of a written appraisal report for each parcel to the City.
- B. Determine any applicable costs to cure and severance damages and inform the City in writing of any perceived damages and any environmental issues.
- C. Perform all services and prepare all reports in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).
- D. Be responsible for the preparation and submission of all appraisals required on parcels assigned.
- E. Provide all final plans, documents, reports, studies and other data prepared by Proposer to bear the endorsement of the appraiser or of a person in the full employ of Proposer. Unless otherwise instructed by a City representative, each appraisal report is to be permanently bound on the left with plastic comb binding and the pages shall measure 8 ½ x 11.
- F. Submit a complete written appraisal report to the City representative no later than the delivery date set forth in the applicable work order form. The City representative may, by letter of extension, extend a due date set forth in a work order form or any due date for correction of appraisal deficiencies, provided there are no changes in compensation of scope of work.
- G. Extensions requested by Proposer must be by written request, explaining in detail why such extension is necessary. The City representative will acknowledge acceptance or denial of Proposer's request in writing.

1.08 DATE OF VALUATION

Unless otherwise agreed in writing by the City, the date of value must be the same as the last property inspection by Proposer or a specific date as determined and coordinated with the City.

1.09 CORRECTION OF DEFICIENCIES

Proposer shall:

- A. Correct appraisal deficiencies at no cost to the City.
- B. If an extension of time is granted in writing by City, the date of valuation shall be no more than twenty (20) days prior to receipt of the corrected appraisal report by the City. NOTE: The twenty (20) days prior to receipt date of value requirements does not apply to date of taking appraisal reports.

1.10 CITY RESPONSIBILITIES

The City shall:

- A. Reserve the right to add or remove services as required.
- B. Provide parcel sketches to Proposer as they become available.
- C. Review Proposer's reports and services performed under the Agreement and notify Proposer of deficiencies within twenty (20) days of the receipt thereof, or the invoice shall be processed for payment. Failure to correct deficiencies shall result in default regardless of payment having been made.
- D. Approve a report requiring correction for payment within twenty (20) days from receipt of acceptance corrections.
- E. The City reserves the right to utilize the services of property acquisition and relocation professionals who may not be included in the service agreement.
- F. City has the right to visit the assigned parcels for inspection of the real estate being appraised by Proposer.
- G. Be entitled to details regarding the status of work being done by the Proposer.

1.11 WORK ORDER FORMS

- A. Proposer's work order form shall include but not be limited to:
 - i. The parcel(s) of real estate to be appraised.
 - ii. Delivery due date for appraisal reports.
 - iii. Type of property interest to be appraised.
 - iv. Appraiser fee either a lump sum or a fee per parcel, depending upon the structure of the project.
- B. In preparation of tracings, plans, specifications, maps and reports all shall be considered works made for hire and become the property of the City without restriction and limitation.
- C. Copyright of material or product development by Proposer is not allowed under this Agreement.
- D. Proposer must notify the property owner(s) prior to visiting the site to be appraised on the work order form.
- E. Maintain coordination and communication with the City at all times.

1.12 SUBCONTRACTORS

In the event Proposer utilizes the services subcontractors necessary for any given work, the costs associated with the subcontractors shall be reflected in the Proposer's initial pricing form for the project.

1.13 ACCESSIBILITY

Proposer shall ensure all of its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Proposer shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Proposer shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

**MINIMUM QUALIFICATIONS FOR RFP#26019
MISCELLANEOUS LAND ACQUISITION SERVICES**

Proposer must submit the information and documentation requested that their company meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

No documentation is required. The City will verify registration.

2. The Proposer has provided professional land acquisition services for at least three (3) clients since December 1, 2020.

Provide the following information for the three (3) qualifying clients.

- a) Name of client
- b) Location (City/State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Service dates (Start/End)
- g) Scope of Services provided

3. Proposer is not listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/taresponse/1478/ItemId/3354/Default.aspx>

No documentation is required. The City will verify.

4. Proposer is not on the Florida Department of Management Services Suspended, Debarred, Convicted Vendor Lists.

No documentation is required. The City will verify.

5. Proposer is not on the Federal Excluded Parties (Convicted Vendor) List

No documentation is required. The City will verify.

6. Proposer has not been convicted of a public entity crime per Section 287.133, Florida Statutes, or environmental law in the past five (5) years. **Complete and return the: *Sworn Statement Under Section 287.133(3)(a), Florida Statutes on Public Entity Crimes”.**

7. If Proposer is submitting as a joint venture, Proposer must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119 prior to the due date for proposals.

If Proposer is a joint venture, provide a copy of Proposer's approved filing with the Florida Department of Business and Professional Regulation.

8. Proposer has no reported conflict of interests in relation to this RFP.

If there is a potential conflict of interest, on a separate page submit a statement to that effect and disclose the name of any officer, director or agent who is an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in Proposer or any of its branches.

HOURLY RATE FORM FOR RFP #26019
MISCELLANEOUS LAND ACQUISITION SERVICES

Payment shall be made at the following contract hourly billing rates after receipt, review and acceptance by City of all services pursuant to each work authorization.

Task	Unit	Unit Cost (\$)
Parcel Acquisition (Standard)	Per Parcel	\$
Parcel Acquisition (Complex)	Per Parcel	\$
Appraisal (Residential)	Each	\$
Appraisal Review	Each	\$
Title Search	Each	\$
Closing Services	Each	\$
Easement Acquisition	Each	\$

Remainder of page intentionally left blank

OFFICIAL RESPONSE FORM (continued)

The undersigned Proposer hereby represents that he has carefully examined the RFP Documents, and will execute the Contract and perform all its items, covenants and conditions, all in strict compliance with the requirements of the specifications. The Proposer, by and through the submission of his response, agrees that he has examined all costs pertaining to the work and hereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructs which will be encountered in doing the proposed work.

(Name of License Holder)

(State Certificate No.)

(State Registration No.)

In witness whereof, the Proposer has hereunto set his signature and affixed their seal this _____ day of _____, 2026

ATTEST: _____
Secretary

By: Printed _____

(CORPORATE SEAL)

By: Signature _____

TITLE: _____

Company Name

Contact Person

Mailing Address

Phone Number

City, State, Zip

Email

Proposal Submittal - Proposers shall submit three copies and one (1) electronic copy of the items below:

Title Page: (Non-scored) - The title page should show the request for the proposal's subject, title, and proposal number; the Proposer's name; the name, address, and telephone number of a contact person; and the date of the proposal.

A. Section 1 – Table of Contents: (Non-scored) - The Table of Contents shall list all major topics, their associated section number, and the starting page.

B. Section 2: Proposer Profile - 25 Points)

Maximum of three (3) pages

- The purpose of this section is to provide a brief overview of the Proposer and Proposer history. Briefly describe the Proposer's organization and philosophy, and, in addition, include the following information:
 - i. Basic Information – Contractor's name, mailing address, email address, and phone number(s).
 - ii. Primary Contact Person - Name and contact information for the Contractor's primary contact person. This person will be the contact person for all matters related to the response to this RFQ, scheduling, negotiating, and contracting.
 - iii. Qualifications - Summary and highlights of the Contractor's qualifications, number of years in business, and ability to provide the services identified in the purpose and scope of services of this RFP.
 - iv. Availability - Specify the location of the Project Manager and key personnel that will be assigned to work on this project. If the contractor has more than one location, then indicate where each Team Member's main office resides, and the amount of their time (in hours per week) allocated to the main office and the satellite offices.
 - v. Additional Information - Additional information the Contractor believes relevant and important, not otherwise requested.

C. Section 3 – Land Acquisitions and Related Services Knowledge and Methodology: 25 Points

- Write a statement of understanding showing your firm is thoroughly versed in Land Acquisition and Related Services and understands the requirements from project inception to completion.
- Indicate if services will be provided by your firm or by a subcontractor. When services are to be provided by a subcontractor to the Proposer, include the subcontractors name, appropriate qualifications, and what services and percentage of services will be provided.
- Describe the Proposer's Quality Assurance/Quality Control Program.

D. Section 4 – Staff Credentials and Project Team: 20 Points

- The purpose of this section is to provide brief overview of the project team and staff credentials.
- Introduce the designated project manager and the project team.
- Include a team organizational chart highlighting the key people who shall be assigned to work on the project (no photos please).
- For each key person who would be assigned to the projects, include:
 1. a one or two-page résumé with the person's title, email, and other contact information, current position with the company, length of time with the company, a summary of relevant professional qualifications, relevant project experience and education.
 2. For each key person, include a copy of applicable current professional licenses, registrations, and/or certifications.
 3. Subcontractors: Identify services to be provided by subcontractors, and provide the name, email, and other contact information for each subcontractor's contact person, including county of residence. Provide summaries of each subcontractor's experience relating to the portion of the services they intend to provide.

E. Section 5 – References 15 Points

- Provide a list of keystone projects that showcase your abilities in Land Acquisition and related services to the defined scope of services listed in the RFP. Clearly identify what portion or scope of work your company performed.
- Show at least three (3) examples for the most recent five-year period.

For each of the listed projects, provide the following information:

- Name and location of the project.
- Nature of the Proposer's responsibility on this project.
- Proposer's contract amount.
- Project owner's representative name, address, phone number, and e-mail.
- Project Status: Percent complete, date completed, or anticipated completion date.
- Size of project.
- Cost of project.
- Work for which staff was responsible.
- Listing of the Proposer's project manager and other key professionals on the listed project and note those who would be assigned to the City's project.

- Reference checks are typically completed on the short-listed Proposers only; however, the City reserves the right to expand reference checks to other Proposers or during different phases of the evaluation process. Consideration of responses received from reference checks may be given during the final selection process.
- If the reference cannot be reached due to inaccurate information, a score of zero may be assigned to that reference.

Selection & Award Process

The Evaluation Team will evaluate each written Proposal submittal based on the criteria in the RFP.

Evaluation Criteria	Total Possible Points
Section 2 – <u>Proposer Profile</u>	30
Section 3 – <u>Land Acquisition and Related Services Knowledge and Methodology</u>	30
Section 4 – <u>Staff Credentials and Project Team</u>	25
Section 5 – <u>References</u>	15
MAXIMUM POSSIBLE POINTS	100

- A. After evaluating the written submittals, the Evaluation Team may decide to proceed with an award based on the written proposals only.
- B. The Chairperson will complete the final Evaluation Team scores. The Purchasing Manager reserves the right to request additional analysis/review by the Evaluation Team if he/she deems additional evaluation warranted.
- C. The Purchasing Manager shall review the ranking and post a Notice of Intended Decision. The recommendation will then be sent to the City Manager to approve the qualified Proposer(s) to perform the work awarding contracts with the selected proposer(s).
- D. However, based on the closeness of the scores determined by said evaluation, the City may decide to conduct oral discussions/interviews with the top three or more Proposers to clarify the solicitation requirements, assure full understanding of and conformance to them, and clarify the Proposers' qualifications. Should the Evaluation Team request oral discussions/interviews, the following procedures will apply.

Oral Discussions/Interviews (maximum 100 points)

- A. The short-listed Proposers will receive written questions from the Evaluation Team. The Evaluation Team may conduct oral discussions with the short-listed Proposers. The Evaluation Team will then score the Proposers.
- B. Oral discussions/interviews or presentations are exempt from Public Meeting requirements (Section 286.011, Florida Statutes). They will provide an opportunity for the Proposers to demonstrate its ability to use time efficiently, effectively, and economically.

- C. The City’s Procurement Department will establish the schedule, and Proposers will be notified within a reasonable time period (generally 7 calendar days) in advance of the date, time, and place of the discussion. The time frame for oral discussions/interviews with each Proposer will not exceed 45 minutes. The specific format of each discussion will be provided to the proposers via notifications.
- D. Scoring for this phase will not be combined with the previous phase. Scoring for the oral discussions/interviews will be based on the following Evaluation Criteria, using the same adjective-based scoring as described previously in this section:

Evaluation Criteria	Total Possible Points
Proposer Experience Information presented in the oral discussions and response to questions related to the Proposer’s Experience.	60
Proposer Approach/Capabilities Information presented in the oral discussions, and response to questions related to the Proposer's approach/Capabilities	40

- E. The Evaluation Team will complete its final scores for oral discussion/interviews for short-listed Proposers.
- F. The Chairperson (Purchasing Manager) will combine the final Evaluation Team scores. The Purchasing Manager reserves the right to request additional analysis/review by the Evaluation Team if he/she deems additional evaluation warranted.
- G. The Purchasing Manager shall review the ranking and post a Notice of Intended Decision. The recommendation will then be sent to the City Manager to authorize staff to award contracts with the selected proposer(s).

INSURANCE REQUIREMENTS

WORKERS' COMPENSATION

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident, \$200,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$250,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE

The Contractor shall furnish the City of Deltona with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Deltona is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Deltona before the commencement of any work activities. Contractor shall have all applicable licenses and insurance required to perform this work.

The terms of the AGREEMENT shall be for a period of five (5) years with the option to renew for an additional five years from date of AGREEMENT. This AGREEMENT may, by mutual assent of all parties, be extended for three (3) additional one year periods; not to exceed 48 months in total. At the end of the first 12 month period, the contractor will be solicited for an extension with all terms, conditions and pricing remaining. If the contractor requests any changes in same, said changes may require City Manager approval or rejection. At such time, staff may be requested to either re-issue a new solicitation or accept the changes as requested if they are within reason and market value.

The City of Deltona reserves the right to cancel any agreement, or any part thereof without obligation if completion is not made within the time specified. Any work performed after cancellation of order(s) will at the contractor's expense.

Please be advised that the City of Deltona will not prepay for work. Invoices may be submitted upon completion and acceptance of deliverables and will be paid upon submission of a complete invoice to the Department of Finance and Internal Services, 2345 Providence Blvd., Deltona, FL 32725.

Irrevocable Offer: Proposer warrants by virtue of responding to this RFP that the prices shall remain Proposer and be considered an irrevocable offer for a period of sixty (60) days, during which time one or more of the responses received may be accepted by the City of Deltona.

EXTRA WORK:

The City may order changes in the operation within the general scope of this consisting of additions, deletions, or other revisions, price and time may be adjusted accordingly. All such changes may be authorized by a written Change Order and may be executed under the applicable conditions of the agreement. If the contractor plans to make a claim for an increase in the price or any changes in Product, machinery, or service, he/she must submit said change request in writing. This **may be** forwarded to the City Manager, if necessary, for approval or rejection.

Cancel Agreement:

The City has the right to cancel the agreement for convenience in accordance with, but not limited to, the terms of default as specified herein. In any of the following events the City at any time hereafter shall have the right to immediately terminate the agreement.

In the event the contractor fails to keep and perform or shall violate any of the terms, covenants and conditions of the agreement on its part to be kept and performed, and the contractor shall not have cured or corrected such failure or violation within 10 days after written notice thereof shall have been given to the contractor; or immediately should the violation affect the health, safety and welfare of the contractor's employees, City employees or the public.

In the event the contractor shall, after 3-separate occasions during the term of the agreement, fail to keep and perform or shall violate any of the terms, covenants and conditions of the agreement, then the City has the right to terminate the agreement **with no penalties to the City**.

In the event the contractor shall cease to operate the business awarded herein, or shall vacate or abandon said premises or not service and maintain lawn service, or if contractor allows his licenses or permits to expire without renewing as required, contract will be declared null and void.

Remedies:

The City may, if it so elects, pursue any other remedies provided by law for the breach of the agreement or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved to the City or the contractor is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute. The contractor is responsible for all damage or loss by fire, theft, vandalism or otherwise to their equipment, including their contents, materials, tools, equipment, and consumables, left on City property by the contractor, his/her employees, agents, subcontractors.

Compliance with Laws, Regulations, Codes, Etc.:

The contractor is required to comply with all present and future valid laws, ordinances, codes and regulations of the Federal Government, State of Florida, County of Volusia, City of Deltona and agencies thereof relating to the premises including, but not limited to, those applicable to health and sanitary conditions and safety and fire prevention. Any permits necessary will be the responsibility of the contractor to obtain from the proper agency, paying the fees directly to that agency.

Federal and State Taxes:

The City is exempt from payment of Florida State Sales and User Taxes. The City will sign an exemption certificate submitted by the contractor. The contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the contractor authorized to use the City's Tax Exempt Number in securing such materials, or product.

Severability:

If any term or provision of the resulting agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the agreement or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the agreement shall be deemed valid and enforceable to the extent permitted by law.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this response, the Proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this document have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this RFP have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any other person or Proposer to submit or not to submit a response for the purpose of restricting competition.
4. Proposer agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties given to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the award.

REFERENCES

Respondent must submit with the response, three (3) references for projects of similar scope to include: Point of contact and telephone number. Failure to provide this information with the response may result in response being declared non-responsive.

Submittals:

All submittals are **REQUIRED** and must be submitted with the proposal package at the time of the response opening to be considered a responsive.

- Questions regarding this RFP are to be addressed in writing to:

Kate Duffy, CPPO, CPPB
Purchasing Manager
2345 Providence Blvd.
Deltona, FL 32725
E-Mail Address: kDuffy@deltonafl.gov
Or Fax: (386) 878-8571

TIE ON UNIT PRICE OR RESPONSE: Should there be a tie on either the unit price (if awarded on a per item basis) the deadlock will be decided upon using the following order:

- a. Companies who certify they are a drug-free workplace.
- b. Companies located in Volusia County, Florida.
- c. Companies located in Florida.
- d. All else being equal, both companies will be asked to submit a final response in a sealed envelope.

The City of Deltona further reserves the right to be the final judge of what is considered equal and hold the response open for a 90-day period if award is not made on the date specified.

CONTACT: All prospective proposers are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR a member of the Purchasing staff regarding this Request for Proposals or their response at any time during the RESPONSE process. Any such contact shall be cause for rejection of your submittal.

HOLD HARMLESS AND INDEMNITY AGREEMENT

_____, agrees through the signing of this document by an authorized party or agent that it shall indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed response price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.

CONTRACTOR

DATE

This Form Must Be Completed and Returned with your Submittal.

CITY OF DELTONA
RESPONDER INFORMATION FORM

The information below is required to complete your response packet. Type or print only.

Company Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Remittance (Payment) Mailing Information

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Federal Tax ID No.: _____

Tax ID Type: ☐ Federal Tax ID ☐ Social Security Number

This Form Must Be Completed and Returned with your Submittal.

References

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
		() ()	
		() ()	
		() ()	

Does Responder have any similar work in progress at time of Response Opening?

Yes ☐ No ☐

If "Yes", explain:

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.

DRUG-FREE WORK PLACE FORM

The undersigned Respondent in accordance with Florida Statute 287.087, hereby certifies that

_____ does:

(Name of Business)

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

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

X

Responder's Signature

Date

This Form Must Be Completed and Returned with your Submittal, if applicable

Statement of No Response
RFP No. 26019
Miscellaneous Land Acquisition Services

If your company does not intend to submit a response to this Procurement, please complete and return this form prior to the date shown for receipt of responses to: CITY OF DELTONA, Purchasing Manager, 2345 Providence Blvd., Deltona, FL 32725.

We, the undersigned, have declined to respond to the above referenced Request for Proposals for the following reason(s) :

- ☐ Specifications are too "restrictive." (please explain below)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear. (please explain below)
- ☐ Insufficient time to respond
- ☐ We do not offer this type of product or equivalent
- ☐ Our production schedule would not permit us to perform
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below)

REMARKS:

_____ Company Name	_____ Telephone
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X _____ Signature	_____ Fax
--------------------------------	--------------

_____ Title	_____ Typed or Printed Name
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_____ Address	_____ City	_____ State	_____ Zip
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SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statements:

1. The business address of _____
(name of Proposer or contractor)
is _____.
2. My relationship to _____
(name of Proposer or contractor)
is _____
(relationship such as sole proprietor, partner, president, vice president, etc.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any response or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Proposer or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of _____ and county of _____
on the _____ day of _____, 20____.

(affix seal)
Notary Public

My commission expires

E-VERIFY FORM

Project Name:	
Project No.:	

ACKNOWLEDGEMENT

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Proposer/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Proposer/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/sub-Proposers/subcontractors) assigned by Vendor/Proposer/Contractor to perform work pursuant to the contract with the Department. The Vendor/Proposer/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Deltona; and
- c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:
Email:
Website:

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

City of Deltona

Sub-Recipient's Name

Name and Title

DEM Contract Number

Street Address

FEMA Project Number

City, State, Zip

Date

Notes:

“Sub-Recipient” refers to: City of Deltona
“Subcontractor” refers to: Proposer Firm

City of Deltona
COMPLIANCE WITH 2 C.F.R. §200.321:
"Contracting with small and minority business enterprises (MBEs),
women's business enterprises (WBEs),
veteran-owned businesses (VOBs), and labor surplus area Proposers (LSAFs)"

The undersigned Proposer hereby certifies that _____
(Name of Business)

has taken the necessary steps, if subcontractors are to be used, to ensure that MBEs/WBEs/ VOBs/ LSAFs are used, whenever possible:

- i. Placing qualified MBEs/WBEs/VOBs/LSAFs enterprises on solicitation lists;
- ii. Assuring that MBEs/WBEs/VOBs/LSAFs are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MBEs/WBEs/VOBs/LSAFs (however, this requirement does not authorize the City to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting");
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by MBEs/WBEs/VOBs/LSAFs; and
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The requirement outlined above does not impose an obligation to set aside either the award of a subcontract to MBEs/WBEs/VOBs/LSAFs. Rather, the requirement only encourages carrying out and documenting the affirmative steps identified above.

As the person authorized to sign this statement, I certify that this Proposer has complied fully with the above requirements.

Proposer's Signature

Date

Proposer's Name and Title

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I
have read the foregoing and the facts stated
in it are true:**

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida
City of _____

Sworn to (or affirm) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a response, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I
have read the foregoing and the facts stated
in it are true:**

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

City of _____

Sworn to (or affirm) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

Special Terms and Conditions for Federal Contract Compliance

Some of the work may include Federal Funding in which case the following terms and conditions shall apply:

1. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Proposer agrees as follows:

- (1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Proposer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Proposer's legal duty to furnish information.
- (4) The Proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Proposer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Proposer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Proposer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subconsultant or vendor. The Proposer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Proposer becomes involved in, or is threatened with, litigation with a Subconsultant or vendor as a result of such direction by the administering agency, the Proposer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultants and Subconsultant with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Proposer debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultants (i.e., Proposers) and Subconsultant by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (if applicable)

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No Proposer or Subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Proposer and any Subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such Proposer and Subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The City of Deltona, or Ordering Agency, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Proposer or Subconsultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Proposer, such sums as may be determined to be necessary to

satisfy any liabilities of such Proposer or Subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) *Subcontracts.* The Proposer or Subconsultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the Subconsultant to include these clauses in any lower tier subcontracts. The prime Proposer shall be responsible for compliance by any Subconsultant or lower tier Subconsultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.

3. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

Clean Air Act

- (1) The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Proposer agrees to report each violation to City of Deltona, or Ordering Agency, as applicable, and understands and agrees that the City of Deltona, or Ordering Agency, will, in turn, report each violation as required to assure notification to the federal agency with jurisdiction over the specific project, and the appropriate Environmental Protection Agency Regional Office, as deemed applicable.
- (3) The Proposer agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

- (1) The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Proposer agrees to report each violation to the City of Deltona or Ordering Agency and understands and agrees that the (City of Deltona or Ordering Agency will, in turn, report each violation as required to assure notification to the federal agency with jurisdiction over the specific project, and the appropriate Environmental Protection Agency Regional Office, as deemed applicable.
- (3) The Proposer agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

4. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. PT. 3000. As such, the Proposer is required to verify that none of the Proposer's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Proposer is required to verify that none of the Proposer's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (3) The Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City of Deltona or Ordering Agency. If it is later determined that the Proposer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Deltona or Ordering Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Proposers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

6. ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this contract:

- (1) The Proposer agrees to provide City of Deltona or Ordering Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Proposer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Proposer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City of Deltona or Ordering Agency and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

7. DHS SEAL, LOGO, AND FLAGS

The Proposer shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

8. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Consultant will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Proposer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates that will be finally negotiated with the City. I agree that any project-specific proposal requested by the City will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in this RFP is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the contract.

I further certify that this RFP is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the City of Deltona Board of City Commissioners or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED:

Select one: ☐ No exceptions taken ☐ Exceptions taken

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED
NUMBER

TELEPHONE NUMBER / FAX

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF FLORIDA
CITY OF _____

The foregoing instrument was acknowledged before me, this _____ day of _____, 2026
by

_____, who is personally known to me or who has produced _____ as identification
and who did take an oath.

My Commission Expires: _____

Notary Public

This document must be completed and returned with your Submittal

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined this Request for Proposals (RFP) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

(Authorized Signature)

(Date)

(Print Name)

This document must be completed and returned with your Submittal

CITY OF DELTONA

RFP #26019 – Miscellaneous Land Acquisition Services

SUBCONSULTANT / SUBCONTRACTOR FORM (Subconsultant List)

Instructions: List all sub-consultants/subcontractors proposed for any portion of the work. Identify the discipline/services to be performed and the estimated percentage of the overall scope each sub-consultant will perform. Add rows as needed. All sub-consultants must be pre-approved by the City of Deltona before performing work.

PRIME FIRM INFORMATION

Prime Firm Legal Name: _____

Mailing Address: _____

Prime Contact Name & Title: _____

FEIN: _____

Primary Contact (Name/Title): _____

Email/Phone: _____

Office Address (City/State): _____

Professional License(s) Reg.#: _____

SUB CONSULTANT LISTING

#1

Legal Name: _____

Service/Discipline: _____

% of Scope: _____

FEIN: _____

Primary Contact (Name/Title): _____

Email/Phone: _____

Office Address (City/State): _____

Professional License(s) Reg.#: _____

#2

Legal Name: _____

Service/Discipline: _____

% of Scope: _____

FEIN: _____

Primary Contact (Name/Title): _____

Email/Phone: _____

Office Address (City/State): _____

Professional License(s) Reg.#: _____

#3

Legal Name: _____

Service/Discipline: _____

% of Scope: _____

FEIN: _____

Primary Contact (Name/Title): _____

Email/Phone: _____

Office Address (City/State): _____

Professional License(s) Reg.#: _____

(use additional pages as needed)

COMPLIANCE ATTESTATIONS (check all that apply)

- ☐ Each listed sub-consultant will comply with E Verify for all new hires during the contract term.
- ☐ Each listed sub-consultant is not suspended or debarred under 2 C.F.R. Part 180/3000 and is eligible to participate in federally funded projects (if applicable).
- ☐ Each listed sub-consultant will maintain required insurance coverage and name the City of Deltona as additional insured where applicable.
- ☐ Each listed sub-consultant holds required Florida professional licensure/registration for the services proposed.
- ☐ Conflicts of interest have been disclosed, and none of the listed firms/employees hold prohibited interests with the City of Deltona.

ADDITIONAL DISCLOSURES/NOTES (use additional pages if necessary):

CERTIFICATION

I hereby certify that the information provided herein is true and correct to the best of my knowledge and that all listed sub-consultants have agreed to participate as indicated above. I understand that all sub-consultants must be approved by the City prior to performing any work.

Authorized Signer (Print Name & Title)	
Signature	
Firm Name	
Date	

Note: Submit this form with your RFP #26019 package. Update and resubmit prior to any replacement/addition of sub-consultants. All changes require written approval by the City of Deltona.

This document must be completed and returned with your Submittal

AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST
OF CITY OF DELTONA EMPLOYEES

_____ being first duly sworn, deposes and says that he (it) is the Offeror in the above proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the City of Deltona or City Commission or of any other Offeror is interested in said proposal; and that affiant makes the above proposal with no past or present collusion with any other person, firm or corporation.

Signature of Affiant

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me this _____ day of

_____ who is personally known to me or who has produced

_____ as identification and who did take an oath.

My Commission Expires: _____

Notary Public

*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.

This document must be completed and returned with your Submittal

CERTIFICATION REGARDING LOBBYING

Required Certification for Federal Contract (FEMA) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Consultant’s Authorized Official

Date

Name and Title of Consultant’s Authorized Official

Date

This document must be completed and returned with your Submittal

CONSIDERATION FOR FEDERALLY FUNDED PROJECTS

By checking the box “Would like to be considered for federally funded projects”, the proposer attests that their firm currently complies with and plans to comply with the previously referenced federal requirements for the full contract period including any renewal periods. If the proposer elects to cease to comply with the previously referenced federal requirements, the proposer attests that the proposer will notify the Deltona Purchasing Department prior to cessation of compliance with these federal requirements. If a proposer notifies the Purchasing Department, the firm shall remain eligible for projects that are not federally funded for the remainder of the contract period including any renewal periods.

Please check one:

- ☐ Would like to be considered for federally funded projects
- ☐ Would **not** like to be considered for federally funded projects

(Authorized Signature)

(Date)

(Print Name)

STATE OF FLORIDA

CITY OF _____

The foregoing instrument was sworn to or affirmed before me this _____ day of _____ 2026 by _____ who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal