

WAKULLA COUNTY
BOARD OF COUNTY COMMISSIONERS



INVITATION TO BID NO: 2017-20
**STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) AND CDBG
HOUSING REHABILITATION PROGRAM**

RESPONSES ARE DUE BY: MAY 4, 2017 @ 11:00 AM EST

MAIL OR DELIVER RESPONSES TO:

Wakulla County Board of County Commissioners
PURCHASING OFFICE
3093 Crawfordville Highway
Crawfordville, FL 32327

Contact:

Jay Moseley at 352-381-1975 or via e-mail at jmoseley@govserv.com

Fax: 352-381-8270

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INTENT AND GENERAL INFORMATION

Wakulla County is seeking sealed bids under the Community Development Block Grant (CDBG) and SHIP programs to provide the construction and/or rehabilitation services for six single family homes located in Wakulla County, Florida. The Board of County Commissioners invites interested residential contractors to bid on the properties. For contractors that have not been pre-approved to participate under the CDBG program, you may obtain a contractor application package by calling Government Services Group, Inc. at 352-381-1975.

While every effort is made to ensure the accuracy and completeness of information in the ITB, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the ITB. It is the responsibility of the Proposer to include in its Bid all pertinent information in accordance to the ITB.

The County reserves the right to reject any Bid found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this ITB in order to protect its best interests. The County is not liable for any costs incurred by the Bidder in preparing its response, nor is a response an offer to contract with any Bidder. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

Firms interested in preparing a bid for this ITB must complete the requirements set forth in this ITB, its attached documents and documents incorporated by reference (collectively referred to as the "ITB"). Under the bid process of Wakulla County, the conditions set forth herein are binding on the Bidder as confirmed by the signature of an officer on the cover letter transmitting their Bid to the County in response to this ITB.

Firms interested in submitting a Bid are instructed to submit one (1) original and one (1) copy of its Bid in a sealed envelope clearly marked with the Bidder's name and "Sealed Bid for CDBG Construction and/or Rehabilitation Services, in accordance with this ITB, no later than May 4, 2017 at 11:00 AM to the Purchasing Office at 3093 Crawfordville Highway, Crawfordville, FL 32327. Proposals received after this date and time will not be considered and shall be returned unopened.

- Wakulla County is an Equal Opportunity Employer.
- MBE/WBE businesses are encouraged to participate
- Wakulla County strictly enforces open and fair competition

ADA-Special Accommodations: Any person requiring accommodations by the County due to a disability should call the Purchasing Office at 850-926-0919 at least five (5) working days prior to any pre-response Conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

The ITB and any addenda issued are available on the Wakulla County website at <http://www.mywakulla.com> or by contacting the County at 850-926-0919. All questions pertaining to this ITB should be submitted, in writing, in accordance with ITB instructions.

SECTION 1.0 STANDARD TERMS AND CONDITIONS (STAC)

1.1 Conformity and adherence to the terms and conditions of this ITB shall be a consideration by the selection committee as part of its process.

1.2 Definitions

General terms used throughout this ITB are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

1.2.1 **Award** means the determination of a successful Bidder(s) in response to this ITB, resulting in an offer of a Contract to perform the services pursuant to the ITB and their bid.

1.2.2 **County** means the Wakulla Board of County Commissioners (BOCC) and its employees.

1.2.3 **Contract** means the legally enforceable document agreed to and signed by the County and successful Bidder(s) (collectively referred to as the "Parties").

1.2.4 **ITB** means this document, its attachments and any document hereinafter incorporated by reference.

1.2.5 **Bidder** means any firm, individual or organization submitting a Bid in response to this ITB.

1.2.6 **SOW** means Scope of Work

1.2.7 **Successful Bidder** means a Bidder who is awarded a Contract as result of the Bid submitted in response to this ITB.

1.3 Issuance of Addenda

1.3.1. If this ITB is amended, the County will issue an appropriate addendum to the ITB. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

1.4 Florida Public Records Law and Confidentiality

1.4.1. By submitting a Bid in response to this ITB, a Bidder acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Bidder further acknowledges that any materials or documents provided to the County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

1.4.2 Should the Bidder provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Bidder shall indicate that belief by typing or printing, in bold letters, the phrase "PROPRIETARY INFORMATION" on the face of each affected page of such materials. The

Bidder shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Bidder fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

1.4.3 Should any person request to examine or copy any material so designated, and provided the affected Bidder has otherwise fully complied with this provision, the County, in reliance on the representations of the Bidder, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Bidder of that request, and the Bidder shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the second County business day following Bidder's receipt of such notification, either permitting or refusing to permit such disclosure or copying.

1.4.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Bidder refuses to permit disclosure or copying, the Bidder agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Bidder is not initially named as a party, the Bidder shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Bid submitted by a Bidder in response to this ITB and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

1.5 Right to Protest

Any Bidder who desires to formally protest shall follow the procedures outlined in Wakulla County, Part II – Code of Ordinances, Chapter 2 –Administration, Article 6 – Purchasing Section 2.257 (16) – Competitive purchases/ITBs, incorporated by reference.

1.6 Requests for Clarification and Assistance

All inquiries and questions concerning this ITB must be in writing (e-mail is acceptable) and received in accordance with Section 5.0, Schedule of Events and must be directed to:

Questions: Jay Moseley, Senior Consultant
Government Services Group, Inc.
jmoseley@govserv.com

Mailing Address: Government Services Group, Inc.
Attn: Jay Mosely, Senior Consultant (ITB 2017-20)

P.O. Box 357995
Gainesville, FL 32635

Questions and responses will be posted on the County's Website and, if necessary, an Addendum(s) issued.

1.7 ADA - Special Accommodations

Any person requiring special accommodations by the County due to a disability should call the County Purchasing Office at least five (5) working days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the Board's Purchasing Office by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD). Purchasing Office telephone number is: 850-926-0919.

1.8 Bidders Responsibility

- 1.8.1. It is understood and the Bidder hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this ITB.
- 1.8.2. Failure by the Bidder to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.
- 1.8.3 Bidders are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Bidder's risk.

1.9 Indemnification and Hold Harmless (ref: Appendix C-1)

- 1.9.1 The Bidder agrees to indemnify and hold the County harmless for any and all claims, liability, losses and causes of action that may arise out of its fulfillment of the Contract. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, errors or omissions of the Bidder employees and/or agents.
- 1.9.2 In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Bidder's failure to purchase or maintain the required insurance, the Bidder shall indemnify the County from any and all increased expenses from such delay.
- 1.9.3 The first ten dollars (\$10.00) of remuneration paid to the Bidder is for the indemnification provided above.

1.10 Right of Rejection

The County reserves the right to reject any and all Bids or to waive informalities and negotiate with the apparent lowest, responsive, qualified and responsible Bidder. Furthermore, the County reserves the right to withdraw this ITB at any time prior to final award and execution of a Contract. The County is not liable for any costs incurred by a Bidder prior to full execution of the Contract.

1.11 Public Entity Crimes (ref: Appendix C-2)

As required by section 287.133 (2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid or contract to provide any goods or services to a public entity, may not submit a Bid or contract with a public entity for the construction or repair of a public building or a public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with a public entity in excess of the threshold amount provided in section 287.107, Florida Statutes for CATEGORY TWO (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

1.12 Small, Minority and Woman-owned Business Enterprise

Certification as a minority business enterprise for the purpose of this ITB is defined by the Florida Small and Minority Business Assistance Act. Bidders certified by the State of Florida should include a copy of the certification.

1.13 Equal Employment Opportunity/Affirmative Action (ref: Appendix C-3)

1.13.1 The County certifies that it is an Equal Employment Opportunity/Affirmative Action employer and that it will not discriminate during the selection process on the basis of age, sex, familial status, race, national origin, or handicap status.

1.13.2. Any business submitting a Bid in response is required to be an Equal Employment Opportunity/Affirmative Action employer and require same of any subcontractors hired under pursuant to the ITB. Each Bidder will sign and submit with its Bid an Equal Employment Opportunity/Affirmative Action Statement.

~~**1.14 Disadvantaged Business Enterprise (DBE) (ref: Appendix C-17) NOT APPLICABLE**~~

~~Federal and state participation in this project requires certain participation goals to which the County expects its Contractor to adhere.~~

1.15 Drug Free Workplace (ref: Appendix C-4)

1.15.1 The County certifies that it is a Drug Free Workplace.

1.15.2 Each Bidder shall be required to sign and submit with its Bid an Affidavit certifying that the Bidder complies with regulations related to a drug-free workplace as defined in section 287.087, Florida Statutes.

1.15.3 Preference shall be given to Bidders with drug-free workplace programs. In order to have a drug-free workplace program, a Bidder shall:

- a. 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.
- b. Inform employees about the dangers of drug abuse in the workplace, the businesses' policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under this ITB of a copy of the statement specified in subsection (a) above.
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under this ITB, the employee will abide by the terms of the statement and will notify the employee of any conviction of, a plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or any controlled substance of the United States or any state, for violation occurring in the work place no later than five (5) days after such conviction.
- e. 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.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

1.16 Conflicts of Interest (ref: Appendix C-5)

1.16.1. An award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose with their Bid whether any officer, director, employee or agent is also an officer or an employee of the BOCC. All Bidders must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliates. All Bidders must also disclose the name of any employee, agent, lobbyist, previous employee of the BOCC, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the action of the BOCC in connection with this procurement.

1.17 Non-Collusion (ref: Appendix C-6)

Each Bidder is required to sign and have notarized by a Florida Notary a “Non-collusion Affidavit.”

1.18 Ethical Business Practices (ref: Appendix C-13)

1.18.1 The County reserves the right to deny award or immediately suspend any contract resulting from this ITB or Bid, pending final determination of charges of unethical business practices. At its sole discretion, the County may deny award or cancel the Contract if it determines that unethical business practices were involved.

1.18.2 **Gratuities.** It shall be unethical for any person to offer, give or agree to give any County employee, or for any County 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 performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any ITB or Bid thereof.

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

1.18.4 A Bidder is required to certify an Ethics Clause and submit with its Bid.

1.19 Subcontracting (ref: Appendix C-8)

1.19.1 Firms submitting a Bid may consider subcontracting portions of the services to be performed and/or provided. If this is to be done, that fact, and the name of the proposed subcontracting firm(s), must be clearly identified in the Bid and the Contract.

1.19.2 Following the execution of the Contract, no additional subcontracting will be allowed without the express prior written approval of the County.

1.19.3 All subcontractors shall be held to the same requirements, terms and conditions of this document, its attachments, any documents incorporated by reference and the executed Contract.

1.19.4 A Bidder must list any proposed subcontractors with addresses, contact information and services they will provide and submit with its Bid.

1.20 Withdrawal of Bids

A Bid may be withdrawn only by written notification from the Bidder prior to the time fixed for the opening of Bids. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened.

1.21 Status Of Contractor

The Bidder shall, at all times relevant to a contract as a result of this ITB, be an independent contractor and in no event shall the Bidder, nor any employees or sub-contractors under it, be considered to be employees of the County.

1.22 Registered to Do Business in the State of Florida

A Bidder seeking to do business with the County shall, at the time of submitting a Bid, be registered with the Department of State in accordance with the provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the County shall, at the time of submitting a Bid, have complied with the applicable provision of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

1.23 Debarment and Suspension (ref: Appendix C-9)

Bidders are required to certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from covered transactions by any governmental agency.

1.24 Employment Eligibility Verification (ref: Appendix C-10)

1.24.1 The successful Bidder shall use the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Bidder during the Contract term, and shall expressly require same of subcontractors.

1.24.5 The successful Bidder agrees to maintain records of its participation, proof of verification of employees hired to provide services pursuant to this RPF and Contract, and compliance with the provisions of the E-verify program, including participation by its subcontractors as provided above, and to make sure that such records are available to the County or other authorized federal or state entity consistent with the terms of this ITB and Contract.

1.25 Venue

Venue for all actions arising under the ITB and subsequent Contract shall lie in Wakulla County, Florida, United States.

1.26 Construction

The validity, construction, and effect of this ITB and subsequent Contract shall be governed by the Laws of the State of Florida.

1.27 Order of Precedence

The provisions of the ITB, successful firm's Bid and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with the provision of the ITB and Contract. In the event of an inconsistency between the provisions of the ITB or Contract hereto, the Order of Precedence shall be followed:

- a. Laws of Florida
- b. ITB and all of its addendums and attachments.
- c. Successful firm's Bid

1.28 Term of the Contract and Termination

The terms of this Contract are between the Contractor and the Homeowner

SECTION 2.0 CONE OF SILENCE

- 2.1 A Cone of Silence will be in effect for this ITB beginning with the advertisement/release date of April 13, 2017.
- 2.2 The prospective Bidder shall not have any communication with any County personnel regarding this ITB or project. No interpretation of the meaning of the plans, specifications or ITB shall be made to a Bidder orally. Any such oral or other interpretations or clarifications shall be without legal affect.
- 2.3 All requests for interpretations or clarifications shall be in writing, addressed to the COUNTY, to be given consideration. All such request for interpretations or clarifications must be received in writing in accordance with Section 5.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County's website on the date indicated in Section 5.0, Schedule of Events. Such written addenda shall be binding on the Bidder and shall become a part of the ITB Document(s).

3.0 NOT USED

4.0 INSURANCE REQUIREMENTS

- 4.1 Insurance: Prior to commencing work, the Bidder(s) shall procure and maintain at its own cost and expense for the duration of the Contract at all insurance requirements as set forth in the Contract, herein incorporated by reference and included as Appendix D to this ITB.

4.2 Other Insurance Provisions

Commercial General Liability and Automobile Liability Coverage - The County, members of their Commissions, boards, and committees, officers, agents, employees and volunteers are to be covered as additional insured's as to: liability arising out of activities performed by or on behalf of the Bidder; products and completed operations of the

Bidder; premises owned, leased or used by the Bidder or premises on which Bidder is performing services on behalf of the County. The coverage shall contain no special limitations on the scope of protection afforded to the County, members of its Commissions, boards, and committees, officers, agents, employees and volunteers.

- a. The Bidder's insurance coverage shall be primary insurance as to the County, members of their Commissions, boards, and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the County, members of their Commissions, boards, and committees, officers, agents, employees and volunteers shall be excess of Bidder's insurance and shall not contribute with it.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, members of their Commissions, boards, and committees, officers, agents, employees and volunteers.
- c. Coverage shall state that Bidder's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Workers' Compensation and Employers' Liability and Property Coverage - The insurer shall agree to waive all rights of subrogation against the County, members of their Commissions, boards, and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Bidder in the performance of services under the Contract.

4.3.1 All Coverage

- a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the County.
- b. If a Bidder, for any reason, fails to maintain insurance coverage which is required pursuant to the Contract, the same shall be deemed a material breach of the Contract. County, at its sole option, may terminate their respective Contract and obtain damages from the Bidder resulting from said breach.
- c. Alternatively, County may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Bidder, County may deduct from sums due to Bidder any premium costs advanced by County for such insurance.
- d. County must be named as "additional insured".

4.4 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retention's must be declared to and approved by the County. At the option of the County, the insurer shall reduce or eliminate such deductibles or self-insured retentions to the County, members of its County Commission, boards, and committees, officers, agents, employees and volunteers; or the Bidder shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

4.5 Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

4.6 Verification of Coverage (ref: Appendix C-11)

Bidder shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before work commences.

4.7 Subcontractors

The Bidder shall include each of its subcontractors as insured under the policies of insurance required herein.

5.0 SCHEDULE OF EVENTS

All times listed in the Schedule of Events are Eastern Standard Time (EST).

<i>Event</i>	<i>Date/Time</i>
Bid Advertisement Date	Thursday, April 13, 2017
Release of Invitation to Bid 2017-04	Thursday, April 13, 2017
Mandatory Pre-Bid Conference and Walk Through	Thursday, April 20, 2017 @ 11:00 A.M
Technical Questions Due from Prospective Bidders	Friday, April 21, 2017 @ 3:00 PM
Responses to technical questions due	Monday, April 24, 2017 @ 3:00 PM
BIDS DUE TO BOCC/Bid Opening	Thursday, May 4, 2017 @ 11:00 AM EST
Posting of Intended Award	TBD
Board Consideration of Intended Award and Contract	TBD
Posting of Notice of Award	TBD
Anticipated beginning of contract	Upon Acceptance and Approval by the BoCC and Execution of the Contract

- 5.1 An addendum to this ITB will be issued if any of the date and/or time change, unless the date(s) fall after the date the ITB Bid(s) are due. Specific dates/time will be determined at each phase.
- 5.2 Final scores could change based on oral presentations, if oral presentations are needed.
- 5.3 The BOCC will consider awarding bids after receiving the required environmental clearance.

6.0 SCOPE OF WORK

- A. This invitation to Bid contemplates the provision of the construction and/or rehabilitation services for three (3) single family homes located in Wakulla County, Florida. Properties to be rehabilitated or replaced will be disclosed during the contractor orientation and walk-through of the properties.
- B. The full Scope of Work will be solidified during the contractor Walk-throughs of the properties scheduled for April 20, 2017 @ 11:00 AM immediately after the contractor orientation. The orientation will be held at The County Commission Chambers located at 29 Arran Road Crawfordville, FL 32327.
- C. All rehabilitation services provided for in the final Work Write-ups must be completed pursuant to the approved Work Write-ups as amended by any Change Orders within the specified timeframe as noted in the Notice to Proceed.
- D. The approved contractor will be required to execute all program documents pre and post rehabilitation activities.

7.0 BID RESPONSE REQUIREMENTS

7.1 Overview

- 7.1.1 The County has established certain mandatory requirements that must be included as part of any Bid. The use of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this ITB indicates a mandatory requirement or condition. The words “should” or “may” in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Bid.
- 7.1.2 Bids not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. A Bidder’s whose Bid, past performance or current status that does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsive.
- 7.1.3 The County reserves the right to determine which Bids meet the material requirements of the ITB and which Bids are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Bids and seek new Bids when it is in the best interest of the County to do so.

7.2 Instructions to Bidders

- 7.2.1 The Bid should address the requirements in a clear and concise manner in the order stated herein.
- 7.2.2 Bids must be tabbed as follows and must include the information/documents specified in the applicable tab. Bids that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.
- 7.2.3 The County reserves the right to seek additional/supplemental representation on specific issues as needed.
- 7.2.4 Bids must be typed. No changes in or corrections to Bids will be allowed after the Bids are opened.
- 7.2.5 The signer of the Bid must declare that the Bid in all respects fair and in good faith without collusion or fraud and that the signer of the Bid has the authority to bind the principal Bidder.
- 7.2.6 The County shall not be liable for any costs incurred by Bidder prior to entering into a contract. Therefore, all Bidders are encouraged to provide a simple, straightforward, and concise description of their ability to meet the ITB requirements.

7.3 BID CONSTRUCTION

- 7.3.1 Bidder's shall construct its Bid in the following format as outlined and a tab must separate each section as prescribed.
- 7.3.2 The Bid and all attachments shall be bound and submitted in a in a sealed envelope (or other packaging), provide one (1) original, so identified and **one (1) complete copy** (1 original and 1 copy) of the Bid for services defined herein for the term of the contract. The bid submissions shall be printed on 8-1/2" x 11" white paper, shall be clear and concise and provide the information requested herein. The bid shall be bound or in a three-ring binder or equivalent folder and tabbed. Submissions shall be organized as indicated below. The Bidder should focus specifically on the information requested not withholding any information from the written response in anticipation of presenting the information orally or in a demonstration.
- 7.3.4 If a Bidder has submitted a proposal for ITB 2017-04 or ITB 2017-16, that Bidder is not required to include in his/her proposal for this ITB the information requested for TABs 1 and 2. This must be clearly indicated on the Transmittal Letter for ITB 2017-20.

TRANSMITTAL LETTER ON THE FIRMS LETTERHEAD (Appendix A)

TAB 1 – QUALIFICATIONS, EXPERIENCE AND ABILITY OF PROFESSIONAL PERSONNEL

The Bidder shall provide a history of the organization, its areas of expertise and show the individual(s) providing these services will fulfill the needs of the BOCC if awarded a contract pursuant to this ITB. Provide an organizational profile of the firm and five (5) years of experience for the “Work”, and a list of professional staff, years with the firm and a brief bio that may be assigned to a project and any professional certifications or licenses held.

TAB 2 – Experience for Similar Projects

Provide a list of each similar project worked on within the last five years, which must include the project description, location, dates, and team members.

TAB 3–CLIENT REFERENCES and CONFLICTS FOR SIMILAR PROJECTS (ref: Appendix C12)

Provide at least 2 references in the last three (3) years including a direct name contact and contact information. Provide letters of reference from each client on similar projects.

CONFLICTS: Provide a description of any conflicts occurring over the last five years with these or any other contracts for similar work.

TAB 4– SUBCONTRACTORS (ref: Appendix C-8)

At a minimum name ALL subcontractors (to include prime and sub-contractors) that will potentially be used for this project, the services and percentage of such services to be provided.

TAB 5 - REQUIRED DOCUMENTS AND CERTIFICATIONS

Refer to the Appendices for a checklist and list of all required documents and certifications to be included under Tab 6.

TAB 6– PROPOSED PRICING INFORMATION (ref: Appendix E)

Each Bidder shall use the prescribed Work Write-Up/Bid Form as provided through the County’s Housing Administrator, Government Services Group, Inc. The Bid Form will be provided at the Mandatory Pre-Bid Conference. All bid prices must be based on the approved activities as determined via the Walk-Through process for which all contractors choosing to bid on said properties must attend. Pricing information must be submitted on the designated forms and signed by the appropriate parties. Any Work Write-up addendums must also be acknowledged by the bidder and pricing must be submitted on the corresponding form(s).

7.3 Delivery of Bids

7.3.1 All Bids must be delivered **SEALED** to the County at the address shown below in section 7.3.2, no later than the time and date set for receipt of Bids in Section 5.0, Schedule of Events. Failure to comply with this or any other paragraph of this ITB shall be sufficient reason for rejection of the Bid.

7.3.2 Deliver OR mail the **BID in an envelope/package** to:

**WAKULLA COUNTY PURCHASING OFFICE
ATTN: ITB # 2017-20
3093 CRAWFORDVILLE HIGHWAY
CRAWFORDVILLE, FL 32327**

7.3.3 The front lower left corner of each **SEALED** envelope/package shall contain the following information for proper identification:

<p><u>BID</u> ITB NO: 2017-20 CDBG DUE NO LATER THAN: May 4, 2017 @ 11:00 AM EST</p>
--

- a. For time and date set for receipt of Bids see Section 5.0, Schedule of Events.
- b. Include name and address of Bidder on each sealed envelope/package.
- c. Number each sealed package sequentially, i.e., "1 of 2", "2 of 2".

7.3.4 All Bids received will be recorded and date stamped at the Wakulla County office located at 3093 Crawfordville Highway, Crawfordville, Florida. The responsibility for submitting the Bid to the County Procurement Office no later than the specified time and date is solely that of the Bidder. The County will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.

7.3.5 Submission of Bids by fax or other electronic means will not be accepted. Late Bids will not be accepted, i.e., any Bid submitted/received after 11:00 A.M. on May 4, 2017.

SECTION 8.0 BID OPENING

8.1 All Bids will be opened on the date and time indicated in **Section 5.0, Schedule of Events** (i.e., date Bids are due).

- 8.2 This solicitation will be awarded to the lowest responsive, responsible bidder. Bids that do not meet the requirements specified in this ITB will be considered non-responsive or not responsible, as applicable. In the best interest of Wakulla County, the Board reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Bidders are cautioned to make no assumptions unless their bid has been deemed responsive. A printed copy of the Response tabulation will be posted in the BoCC's Administrative Offices and on the county's website (www.mywakulla.com). A copy will also be available upon written request to the Purchasing Coordinator. Each written request must contain a self-addressed, stamped envelope and must reference the solicitation title and number.

SECTION 9.0 Evaluation of Bids and Selection Process

- 9.1 Bidders to this ITB who satisfy the required qualifications and are deemed to be responsive, responsible bids will be considered.
- 9.2 As provided in Section 2.255 of the Wakulla County Code, the county may consider the following factors in addition to price when determining whether a Bidder is responsive and responsible:
1. Ability, capacity and skill of the Bidder to perform the contract.
 2. Whether the Bidder can perform the contract within the time specified, without delay, interference, or conflict with current workload.
 3. Character, integrity, reputation, judgment, experience and efficiency of the Bidder.
 4. Quality of performance of previous contracts.
 5. Previous and existing compliance by the vendor with laws and regulations relating to the contract.
 6. Sufficiency of the financial resources and ability of the vendor to perform the contract or provide the Work.
 7. Quality, availability and adaptability of the supplies or contractual services to the particular use required.
 8. Ability of the Bidder to provide further maintenance and service for the use of the subject of the contract, if applicable.
 9. Number and scope of conditions attached to the bid or quote.
 10. Qualifications of personnel, licensing and corporate qualifications.
 11. Evidence of improper litigation.
 12. Use of one or more subcontractors with a record of poor performance.

For the purposes of this section, the county may consider evidence from the ten-year period preceding the subject bid.

In the event the lowest, responsive, responsible bid for a construction project exceeds the architectural or engineering cost estimates, the county administrator or designee is authorized, when time or economic considerations preclude rebidding of work of a reduced scope, to negotiate an adjustment of the scope of work with the lowest, responsive, responsible bidder, in order to bring the bid within the amount of available funds.

- 9.3 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Agreement.

If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the bid form, factors such as discounts, transportation costs, and life cycle costs may be

used to determine which bidder, if any, is to offer the award.

- 9.4 Responses to this ITB not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable. In the best interest of the County, the Wakulla Board of County Commissioners' reserve the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Respondents are cautioned to make no assumptions unless their response has been deemed responsive.
- 9.5 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Contract with the other Contract Agreement which are identified in the Contract as attached thereto. Within two (2) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract and attached documents to Owner. Owner shall deliver one fully signed counterpart to Successful Bidder.

10.0 INTENT TO AWARD AND CONTRACT EXECUTION

- 10.1 The County reserves the right to incorporate the successful Bid into the Contract. Failure of a firm to accept this obligation may result in the cancellation of the award.
- 10.2 The construction, interpretation, and performance of this ITB, and all transactions under it shall be governed by the laws of the State of Florida and Wakulla County. The Contract shall include all terms and conditions of this ITB, any addenda, response, and the County's contract issued as a result of this ITB.
- 10.3 The selected firm will be required to assume responsibility for all services offered in the Bid. The County will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 10.4 It applicable, a copy of the Evaluation/Selection Committee's final recommended ranking and award will be available for review on the County's website at www.mywakulla.com.
- 10.5 After successful posting of the award for 72 hours, the County will negotiate a contract with the successful Bidder(s) in accordance with County policy, Florida Law, this ITB and the successful Bidder's Bid.

APPENDICES

APPENDIX A: PROPOSAL TRANSMITTAL FORM (TO BE ON PROPOSER'S LETTERHEAD)

The Board of County Commissioners, Wakulla County, reserves the right to accept or reject any and/or all proposals in the best interest of Wakulla County.

Ralph Thomas
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY _____
(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

TELEPHONE _____

E:Mail _____

FEID # _____

LIST ANY STATE OF FLORIDA LICENSE HELD (INCLUDING EXPIRATION DATE):

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

I, _____, do hereby certify that the firm which I am representing has submitted bids for either ITB 2017-04 and/or ITB 2017-2017-16. Pursuant to the ITB and by way of this statement, The firm which I represent is exempted for this ITB from submitting Tabs 1 and 2.

APPENDIX B: CHECKLIST OF REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS:

Please submit the items on the following list and any other items required by any section of this ITB. The checklist is provided as a courtesy and may not be inclusive of all items required within this ITB:

- _____ A. Completed Proposal Response Cover Sheet with Signature (Appendix A)
- _____ B. Checklist of Required Forms, Documents, Certifications (Appendix B)
- _____ C. FORMS (Appendix C)
 - _____ 1. Indemnification and Hold Harmless
 - _____ 2. Public Entity Crimes Sworn Statement
 - _____ 3. Equal Employment Opportunity/Affirmative Action Statement
 - _____ 4. Drug Free Workplace Certification
 - _____ 5. Disclosure Statement, Conflicts of Interest Disclosure
 - _____ 6. Non-Collusion Affidavit
 - _____ 7. Ethics Clause Certification
 - _____ 8. List of Proposed Subcontractors and Services to be Performed
 - _____ 9. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
 - _____ 10. E-Verify Compliance Certification
 - _____ 11. Required Policy Endorsements and Documentation (Insurance Verification)
 - _____ 12. References
 - _____ 13. Pricing Information Acknowledgement
 - _____ 14. Notice To Bidders
- _____ D. Contract Document (Appendix D)
- _____ E. Cost Proposal (Appendix E)

**APPENDIX C-1
INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its offices and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this CONTRACT.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

APPENDIX C-2
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Wakulla County Board of County Commissioners

By : _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is . _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

_____ .

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of, 2017.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed,
typed, or stamped commissioned name of notary public

APPENDIX C-3
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

APPENDIX C-4
DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 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 this solicitation, the employee will abide by the terms of the statement and will notify the employee 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 work place no later than five (5) days after such conviction.
- 5) Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

**APPENDIX C-5
DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Wakulla County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Wakulla County:

Name of an State Officer or Employee that owns 5% or more in Respondent's firm:

Name

Company

Date

**APPENDIX C-6
NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Wakulla County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a, _____ formed under the laws of _____

(Type of Business)

(State or Province)

of which he is . _____

(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Wakulla County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of 20__.

Personally Known _____ or Produced Identification _____

Type of Identification _____

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

**APPENDIX C-7
ETHICS CLAUSE**

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

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 any 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.

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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Signature

Date

Name of Authorized Individual

Name of Company/Organization

Address of Company/Organization

APPENDIX C-8
LIST OF PROPOSESED CONTRACTORS AND SERVICES TO BE PERFORMED

Subcontract 1 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 2 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 3 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 5 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 6 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 7 Name: City/State/Zip Services to Perform and Percentage:

**APPENDIX C-9
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS
PRIMARY COVERED TRANSACTIONS**

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

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

- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

**APPENDIX C-10
E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with the Governor of Florida’s Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the COUNTY upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this ITB regarding e-Verify Compliance.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**APPENDIX C-12
REFERENCE FORM**

Proposer Name: _____

Proposers are required to submit with their Proposals three (3) references, with which they have provided similar services as requested in this solicitation. Vendors shall use this attachment to provide the required reference information. The BoCC/COUNTY reserves the right to contact any and all references in the course of this ITB and make a responsibility determination, not subject to review or challenge.

FORMER CLIENTS and Project Description	
Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Authorized Signature: _____

Name: _____

Title: _____

**APPENDIX C - 13
PRICING INFORMATION ACKNOWLEDGMENT**

PRICING INFORMATION ACKNOWLEDGEMENT

All activities for which the price will be based upon will be determined during the Walk-Through of each property. The designated Work Write-Up/Bid Form must be submitted with this ITB response. Bidders must be present at the Contractor Orientation and Walk-Throughs in order to bid on the projects.

I, _____, acknowledge that I or a representative of _____ (company name) must be in attendance to the contractor orientation and walk-throughs for properties which _____ (company name) intends to provide a bid response. I also understand that the designated Work Write-Up/Bid Form must be used and submitted with the bid response in order for the bid to be considered.

Signature

Date

Appendix C-14
Notice To Bidders

WAKULLA COUNTY
CDBG
HOUSING REHABILITATION PROGRAM
NOTICE TO BIDDERS ITB 2017 - 20

A. NOTICE TO BIDDERS:

Sealed bids will be received until 11:00 a.m. on the 4th day of May 2017, for the replacement of 3 single family homes, and rehabilitation of 3 single family homes to be assisted under the CDBG program in Wakulla County.

B. General Instructions to Bidders:

1. Quotations:

- a. All prices shall include all labor, supervision, materials, equipment and services necessary to do a workman like job.
- b. Only firm bids will be accepted. Only one (1) bid may be submitted for each house.
- c. Bid prices must be itemized on the submitted bid form or the bid will be rejected.

2. Insurance: Before any bid can be accepted, a Certificate of Insurance must be attached to this bid or on file with the CDBG Housing Rehabilitation Program. The Certificate must list the Local Government, as a party to be notified ten (10) days before cancellation or expiration of the policy.

3. Legal Compliance: The bidder shall be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him from responsibility for compliance with all said laws, ordinances, rules and regulations.

4. Right of Rejection: The owner, in cooperation with the Local Government, reserves the right to reject any one bid or all bids, to waive any informality in any bid, and to award the bid in the best interest of the Local Government and the Owner.
5. Pre-Bid Conference: Bidders or their representatives are **required** to attend an on-site meeting. Failure to attend the meeting will result in automatic bid rejection, unless a waiver is approved by the County.

The MANDATORY contractor orientation for this job will be held:

Date: **April 20, 2017** Time: 11:00 am

Start Location: Wakulla County Commission Chambers, 29 Arran Road, Crawfordville, FL 32327.

6. Bids Submitted: Address all bids to the Wakulla County Purchasing Office located at 3093 Crawfordville Highway, Crawfordville, FL 32327. The bids shall be enclosed in a sealed envelope bearing the markings "CDBG/SHIP Housing Rehabilitation SEALED BIDS" and **Not to Be Opened** until 11:05 a.m. May 4, 2017.

If hand delivering bids the address is: See Below

If mailing bids the address is: Wakulla County Purchasing Office
3093 Crawfordville Highway
Crawfordville, Florida 32327

7. No contractor or subcontractor may participate in this work if ineligible to receive federal or state funded contracts.
8. No contractor will be issued more than two (2) Local Government funded contracts simultaneously, unless ability to perform is proven. Three (3) contracts is the maximum for any contractor.
9. Federal equal opportunity, civil rights, lead base paint and record retention requirements are applicable to work performed on this job.

NOTICE TO BIDDERS

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10. Financing of the work will be provided, in whole or in part by the SHIP/CDBG Housing Rehabilitation Program. The Local Government will act as agent for the owner in preparing contract documents, inspecting, and issuing payments. However, the contract will be between the owner and contractor. Bids, work performed and payments must be approved by the owner and the agent.

Bids, work performed and payments must be approved by the owner and the agent.

Here is a link to the Office of Supplier Diversity/MBE Vendor List for Wakulla and Leon Counties – when bidding, please contact any appropriate subcontractors with anticipation of using them for these houses – Wakulla County encourages participation by MBE and Section 3 qualified vendors.

http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

https://osd.dms.myflorida.com/directories/results?directory%5Bcommodity_code%5D=&directory%5Bcommodity_description%5D=&directory%5Bcounty%5D=Leon&directory%5Bdesignation%5D=&directory%5Bvendor_name%5D=

https://osd.dms.myflorida.com/directories/results?directory%5Bcommodity_code%5D=&directory%5Bcommodity_description%5D=&directory%5Bcounty%5D=Wakulla&directory%5Bdesignation%5D=&directory%5Bvendor_name%5D=

Please sign below acknowledging that you understand the rules and guidelines of the Wakulla County SHIP Program. **This form to be turned in at the mandatory walkthrough meeting.**

Contractor Signature

Date



WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

ITB 2017-20 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) & SHIP PROJECT

Advertisement Begins: April 13, 2017 at 8:00 a.m.

Board Decisions will be available at: 3093 Crawfordville Highway, Crawfordville, FL 32327.

Sealed bids for **ITB# 2017-20 COMMUNITY DEVELOPMENT BLOCK GRANT AND SHIP PROJECT** will be received until 11:00 a.m. on **May 4, 2017**. The Wakulla County Board of County Commissioners invites interested residential contractors to submit bids for the replacement of THREE (3) single family homes, and rehabilitation of THREE (3) located in Wakulla County.

Bids should be addressed to the Wakulla County Purchasing Office, at 3093 Crawfordville Highway, Crawfordville, FL 32327, at which time all bids will be publicly opened. Bids received after the time and date specified will not be accepted and shall be returned unopened to the Bidder.

Please direct all questions to:

ADMINISTRATIVE:

Rachel Hardwick
Wakulla County BOCC
Phone: 850.926.0919
Fax: 850.926.0940
Email: rhardwick@mywakulla.com

TECHNICAL:

Jay Moseley
Government Services Group, Inc.
P.O. Box 357995, Gainesville, FL 32635
PH: 352-381-1975 • FAX: 352-381-8270
jmoseley@govserv.com

ITB documents will be available at www.mywakulla.com or can be picked up at Wakulla County Board of County Commissioners Administrative Office at 3093 Crawfordville Highway, Crawfordville, FL 32327 after 8:00 a.m. on April 7, 2017.

A MANDATORY meeting to provide contractor orientation materials and visit the scheduled projects will be held on **April 20, 2017 at 11:00am** at the Wakulla County Commission Chambers located at 29 Arran Road, Crawfordville, Florida 32327. All interested contractors must attend this meeting to receive the bid documents and attend the walk-through of each property. The visit to the projects will immediately follow the orientation meeting. For contractors that have not been pre-approved, you may obtain a contractor application package by calling Government Services Group, Inc. at 352-381-1975. Please bring your completed application package to the mandatory meeting on **April 20, 2017 at 11:00 am**.

The owner reserves the right to waive any informality or to reject any or all bids. Wakulla County is an Equal Opportunity Employer. Any person with a qualified disability requiring special accommodations at the bid opening shall contact purchasing at the phone number listed above at least 5 business days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1.800.955.8771 (TDD). The Board of County Commissioners reserves the right to reject any and all bids or accept minor irregularities in the best interest of Wakulla County.