

WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS



REQUEST FOR PROPOSALS FOR COMPREHENSIVE HOUSING GRANT MANAGEMENT REVIEW CONSULTING SERVICES RFP No.# 2010-11

RESPONSES ARE DUE BY: September 3, 2010 at 2:00 p.m.

MAIL OR DELIVER RESPONSES TO:

Wakulla County Board of County Commissioners
Purchasing Office
3093 Crawfordville Hwy
P.O. Box 1263
Crawfordville, FL 32327

Contact: Deborah DuBose at 850.926.9500 or via e-mail at
ddubose@mywakulla.com
850.926.9006 FAX

**COMPREHENSIVE HOUSING GRANT MANAGEMENT REVIEW CONSULTING SERVICES
FOR THE WAKULLA COUNTY HOUSING DIVISION**

OVERVIEW

The Wakulla County Housing Division administers four comprehensive entitlement housing programs that include State Housing Initiative Program (SHIP), Housing Choice Voucher Program (Section 8), Weatherization (WAP) and Low Income Home Energy Assistance Program (LIHEAP). These programs provide assistance to very-low, low and moderate income individuals and families throughout the County. Wakulla County, Florida is accepting sealed written proposals from qualified and interested firms that wish to conduct a comprehensive management review of the Housing Division's Programs. The successful proposer will provide the professional services described herein in support of the County. All work will be contracted within the terms, conditions, scope of work and other applicable requirements set forth in this document.

Those firms interested in being considered for this project are instructed to submit five (5) bound copies and one (1) unbound original of their proposals, pertinent to the project prior to 2:00 p.m. EDT, on September 3, 2010 to the Purchasing Office at 3093 Crawfordville Hwy, Crawfordville, FL 32327. Proposals received after this date and time will not be considered. The Wakulla County Board of County Commission reserves the right to reject any and all proposals, to waive any informalities or irregularities in any proposals received, to solicit new proposals, or take any other such actions that may be deemed to be in the best interest of the BOCC. Qualified responses will be reviewed and ranked by an evaluation committee. The committee will recommend to the County Administrator and the County Commission, its ranking of the top firms for the Commission's approval. **Wakulla County is an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. Wakulla County strictly enforces open and fair competition.**

Your firm is invited to submit qualifications and proposed fees to the Wakulla County Board of County Commissioners to conduct a detailed review of the Housing Divisions four housing entitlement programs. The review will cover functions essential to the agency's effective operation as detailed on Page 3 of this RFP. The successful respondent will make recommendations as to how the agency should streamline its work to ensure the housing programs are in compliance with rules and regulations of federal, state and local partners. The successful applicant will also work collaboratively with the Housing Division staff to implement recommendations and best practices.

Requirements for submission and the selection criteria may be requested from the Wakulla County website at <http://www.mywakulla.com>. All questions pertaining to this Request for Proposals (RFP) should be directed, in writing, to Debbie DuBose, Purchasing Coordinator, Wakulla County, PO Box 1263, Crawfordville, Florida 32326, by facsimile (850) 926-0940 or by email to ddubose@mywakulla.com. Any addenda to this Request for Proposal (RFP) shall be distributed to vendors on the list Wakulla County distributes for this RFP.

Proposers must submit one (1) original responses marked "Original" and four (4) copies marked "Copy" for a total of five (5) complete packages of the proposal in a sealed envelope clearly marked on the outside with the Proposer's name and "Sealed Proposal for Comprehensive Housing Grant Management Review Consulting Services", addressed and delivered to:

**Wakulla County Purchasing Office
3093 Crawfordville Highway
Crawfordville, FL 32327**

All proposals must be received by the County Purchasing Office before 2:00 P.M. on September 3, 2010. Any proposals received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt Requested, hand-delivered or couriered. Faxed or e-mailed proposals will be automatically rejected. Hand delivered Proposals may request a receipt. If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Proposers should be aware that certain "express mail" services will not guarantee specific time delivery to Crawfordville, Florida. It is the sole responsibility of each Proposer to ensure their proposal is received in a timely fashion.

All proposals shall remain valid for a period of ninety (90) days beyond the deadline for submission and may be extended beyond that time by mutual agreement. The Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of Management Services, State of Florida, under section 287.133(3)(d), Florida Statutes. Wakulla County declares that all or portions of the documents and work papers and other forms of deliverables pursuant to this request shall be subject to reuse by the County.

Contract award will be by the Wakulla County Board of County Commissioners ("BOCC") to the entity whose response is deemed to be in the best interest of the Wakulla County.

The BOCC reserves the right to reject any and all proposals, to waive informalities in any or all proposals, to re-advertise for proposals, and to separately accept or reject any item or items and to award and/or negotiate a contract in the best interest of the Wakulla County BOCC.

Calendar of Events

All times listed in the calendar of events is Eastern Daylight Time

Request for Proposals Advertised	August 20, 2010
Written proposals submission deadline due prior to 2:00 P.M.	September 3, 2010
Determination of Proposal Rankings	September 7 – September 13, 2010
Board consideration and agreement approved	September 20, 2010
Anticipated beginning of work	October 1, 2010

The Board of County Commissioner's reserves the right to alter scheduled dates if necessary.

I. INSTRUCTIONS TO RESPONDENTS

1.01 DESCRIPTION

The Respondent awarded a contract shall provide comprehensive insurance coverage for Property, Inland Marine, Automobile and Worker's Compensation for the Wakulla County Board of County Commissioners and Constitutional Officers, excluding the Sheriff's Office. The County requires qualified respondents be licensed insurance agents in the State of Florida that are independent and not employees of any insurance company, third party administrative agency or provider network. The insurance agency must have not less than 5 years experience in providing insurance services to public sector employers.

1.02 COPIES OF RESPONDING DOCUMENTS

Only complete sets of Responding Documents will be issued and shall be used in preparing responses. The BOCC does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

Complete sets of Responding Documents may be obtained in the manner and at the location stated in the Notice of Calling for Proposal.

1.03 PROPOSAL REQUIREMENTS

One (1) original response, marked "Original" and four (4) copies marked "Copy" [five (5) complete packages] of the proposal setting forth qualifications must be received.

1.04 DISQUALIFICATION OF RESPONDENTS

A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Responders, the response of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future responses for the same work.

B. **PUBLIC ENTITY CRIME:** 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 response/bid on a contract to provide any goods or services to a public entity, may not submit a response/bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit response/bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Category Two: \$25,000.00.

C. DRUG-FREE WORKPLACE FORM: Any person submitting a response or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his response or proposal. Failure to complete this form in every detail and submit it with your response or proposal may result in immediate disqualification of your response.

D. CONFLICT OF INTEREST: Any Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.

E. PROHIBITED COMMUNICATION: Any form of communication, except for written correspondence, shall be prohibited regarding this particular request for proposal, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The provisions of this section shall terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes.

1.05 EXAMINATION OF RFP DOCUMENTS

Each Respondent shall carefully examine the RFP and other contract documents, and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed

under the contract. Ignorance on the part of the Respondent will in no way relieve the Respondent of the obligations and responsibilities assumed under the contract.

Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Respondent shall at once notify the County Attorney.

1.06 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any potential Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Respondents prior to the established response opening date. Each Respondent shall acknowledge receipt of such addenda in the space provided therefore in the response form. In case any Respondent fails to acknowledge receipt of such addenda or addendum, the response will nevertheless be construed as though it had been received and acknowledged and the submission of the response will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Respondent will be bound by such addenda, whether or not received. It is the responsibility of each Respondent to verify all addenda issued has been received before responses are opened.

1.07 GOVERNING LAWS AND REGULATIONS

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

1.08 PREPARATION OF RESPONSES

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer's authority to sign the response must be submitted. The Respondent shall state in the response the name and address of each person interested therein.

1.09 SUBMISSION OF RESPONSES

The response shall be submitted in a sealed envelope, which shall be marked so as to clearly indicate its contents and the name of the Respondent. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Calling for Proposal, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the same address. Responses will be received until the date and hour stated in the Notice of Calling for Proposal.

Each Respondent shall submit the required evidence of the Respondent's qualifications and experience, as outlined in Section II (B) and the executed forms set forth in Section

Five (5). Submission of response to RFP does not preclude application to be a special magistrate, which selections may or may not be made at the same BOCC meeting.

II. PROPOSAL CONTENTS

A. PROJECT SCOPE

Review Process

The consultant will begin the project with a detailed review of the housing division's current programs and administration. At a minimum, the consultant will provide a detailed review of the following areas:

- Organizational Structure
- Work Flow
- Financial Systems
- Internal Controls
- Regulatory Compliance and Reporting

Deliverables

The primary project deliverable will be a blueprint for enhanced housing programs with the division and a plan for the implementation of this blueprint. The plan must document all findings, develop prioritized recommendations and a supporting implementation plan and schedule. An essential element of the implementation plan will be respondent's recommendation of the housing division administration. Additionally, the implementation plan should include best practices for the functions listed below.

Response to the scope shall include several meetings to discuss the draft plan with the Housing Division staff, County Administration and the Board.

Implement Best Practices Regarding:

- Identification of project/program needs
- Reviewing and developing necessary policies and procedures
- Coordination with all funding agencies
- Providing reports and technical assistance

It is required that the successful respondent have experience evaluating and/or implementing federal and state housing programs and is skilled in providing these services to the public sector. This project is of high priority for the agency; therefore, Wakulla County will require the selected firm to prepare final deliverables within 45 days of the initiation of the engagement.

B. QUALIFICATIONS

The successful respondent shall be required to submit such evidence of qualification as detailed above and consisting, generally of the following:

- (1) **Professional References:** provided by the respondent, particularly from projects of similar complexity and scope;
- (2) **Organizational Capacity:** commitment and ability to complete the project within the time frame specified in the Proposal;
- (3) **Project Pricing;**
- (4) **Methodology:** project understanding and soundness of proposed project methodology, including but not limited to the detail and accuracy of the proposed scope, statement of work and implementation plan;
- (5) **Prior experience:** firm and team's experience in conducting and/or implementing housing programs for state and local agencies.

III. EVALUATION/PROPOSAL FORMAT

Proposals will be evaluated on the basis of scoring the proposals as to technical merit based on responsiveness to the requested scope of services and with great attention to the criteria listed below. Further evaluation may include an oral interview/presentation with the most qualified respondent.

Primary Evaluation Criteria

Proposals for the requested services shall be evaluated using the following criteria:

- 10 points Profile: Scoring will emphasize management, organization, history, and variety & level of local government services.
- 25 points Staff: Scoring will emphasize expertise, specific project examples including variety of professional backgrounds, certifications, and skills.
- 25 points Experience: Scoring will emphasize direct program experience with a variety of state and federal housing programs.
- 20 points Approach: Scoring will emphasize project approach and timeline.
- 10 Points References: Scoring will emphasize quality of references.
- 5 Points Local Preference: Scoring will emphasize proposed fee, rates, and level of service in relation to proposed fees.
- 5 Points Fees: Scoring will emphasize proposed fee, rates, and level of service in relation to proposed fees.

The previous criteria are shown in the required format. For a proposal to be eligible, the format must be strictly followed. All proposals should be typewritten, bound 8 ½ x 11 format, and should be properly identified by name of respondent and marked with "Comprehensive Housing Grant Management Review Consulting Services RFP No. #2010-11" To facilitate effective evaluation by the County, proposals shall be limited to a total of 50 pages. MBE/WBE/DBE certification(s), other appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Proposals that exceed this length will be considered non-responsive and will not be evaluated. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal.

IV. GENERAL CONDITIONS AND REQUIREMENTS

4.01 DEFINITIONS

Wherever used in these General Conditions or in the other contract documents the terms below have the meanings indicated which are applicable to both the singular and plural thereof.

Addenda - Written or graphic instruments issued prior to the opening of responses which clarify, correct, or change the responding documents or the contract documents.

Responding Documents - The advertisement or invitation calling for Proposal, instructions, and forms contained in this Request for Proposal (Response Form, Non-Collusion Affidavit, Lobbying and Conflict of Interest Clause, Drug Free Workplace) and the proposed contract documents (including all addenda issued prior to receipt of responses).

Contract Documents - The response documents, agreement, addenda (which pertain to the contract documents), the Respondent's proposal or response (including documentation accompanying the response and any post-response documentation submitted prior to the notice of award) when attached as an exhibit to the agreement, these General Conditions, together with all amendments, modifications, and supplements.

Contractor - The person, firm, or corporation with whom the BOCC has entered into the Contract.

Respondent - Any entity and their subcontractors/subconsultants submitting qualifications and pricing in response to this RFP.

Effective Date of the Contract - The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

Written Amendment - A written amendment of the contract documents, signed by the BOCC and the Respondent on or after the effective date of the contract documents.

Failure to Execute Required Forms – Failure to execute the required forms shall result in entity being disqualified and the response will be rejected.

4.02 CONTRACTOR'S RESPONSIBILITIES

4.02.1 Supervision and Personnel

Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents.

4.02.2 Parts, Materials, and Equipment

Unless otherwise specified in the contract documents, the Contractor shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, and all other incidentals necessary for the completion of the work.

4.02.3 Records

Contractor shall be required to maintain records pertaining to the contract for five (5) years after the termination of the contract.

4.02.4 Taxes

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Respondent in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

4.02.5 Compliance with Laws

The Contractor shall comply with all applicable laws and regulations of federal, state and local governments.

4.02.6 Intent of Contract Documents

If before or during the performance of the services to be performed under the Contract, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the County in writing and before proceeding with the work affected thereby shall obtain a written interpretation or clarification from the County.

4.02.7 Schedule

The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County, for its review and approval, a progress schedule for the work (herein "Progress Schedule"). The Progress Schedule shall relate to all work

required by the Contract Documents and shall provide for expeditious and practicable execution of the work within the Contract Time.

4.03 PAYMENT

This is a fixed price contract.

4.04 INDEMNIFICATION AND INSURANCE

4.04.1 Indemnification and Hold Harmless

The Contractor agrees to indemnify and hold the County harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the agreement. 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 Contractor employees and/or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

4.04.2 Insurance Requirements

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Contract.

The Contractor shall obtain insurance as specified and maintain the required insurance at all times during the term of the contract entered into by the County and the Contractor.

The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days notice to the County prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the County and shall be in a form acceptable to the County.

The Contractor shall obtain and maintain the following policies:

- (a) Workers' Compensation insurance as required by the State of Florida.
- (b) Employers Liability Insurance with limits of \$100,000 per Accident, \$500,000 Disease, policy limits, \$100,000 Disease each employee.

(c) Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$100,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$50,000 per person, \$100,000 per occurrence, \$25,000 property damage.

(d) Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the Respondent or any of its employees, agents or subcontractors or subconsultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.

(e) County shall be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages identified in Paragraphs (c) and (d).

(f) Contractor shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of Contractor if so required by County during the term of the Contract entered into by selected Contractor and the County. County will not pay for increased limits of insurance for subcontractors.

(g) Contractor shall provide to the County certificates of insurance or a copy of all insurance policies including those naming the County as an additional insured. The County reserves the right to require a certified copy of such policies upon request.

4.05 PERMITS, LICENSES AND TAXES

(a) Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed, but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

(b) All permits, fees and licenses necessary for the prosecution of the Services which are not issued by the County shall be acquired and paid for by the Contractor.

4.06 LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

(A) Unless otherwise prohibited by prevailing law or policy, in the purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which an invitation to bid, request for proposals, or other procurement document is issued, a local preference of the bid price or total score shall be assigned for a local preference to a respondent, as follows:

(1) A respondent which has a principal office located within Wakulla County and which satisfies the definition of a "Local Business" as set forth in paragraph (B)(1) this section shall be given a preference in the amount of five percent (5%) of the bid price or five percent (5%) of the total points available, whichever is applicable.

(2) If no Local Business as defined in paragraph (B)(1) of this section is competing on a project, respondents which satisfy the definition of a "Local Business" as set forth in paragraph (B)(2) of this section shall be given a preference in the amount of four percent (4%) of the bid price or four percent (4%) of the total points available, whichever is applicable.

(3) If no Local Business as defined in paragraphs (B)(1) or (B)(2) of this section are competing on a project, respondents which satisfy the definition of a "Local Business" as set forth in paragraph (B)(3) of this section shall be given a preference in the amount of three percent (3%) of the bid price or three percent (3%) of the total points available, whichever is applicable.

(B) "Local Business" means, for the purposes of this section:

(1) A business that has a current business tax receipt issued by Wakulla County, if required, and has its principal office located within Wakulla County currently and for the six (6) month period immediately preceding submission of a response to an invitation to bid, request for proposal, or other procurement document; or

(2) A business that has both a fixed office or distribution point located in and having a street address within Wakulla County currently and for the six (6) month period immediately preceding the issuance of the invitation to bid or request for proposals or other procurement document by the County and a current business tax receipt issued by the appropriate county for said business, if required; and at least one (1) full time employee whose primary residence is in Wakulla County, or two (2) part-time employees whose primary residences are in Wakulla County, or, if the business has no employees, the business shall be at least fifty (50%) owned by one or more persons whose primary residence is in Wakulla County.

(3) A business that has both a fixed office or distribution point located in and having a street address within Franklin County, Jefferson County, Leon County, or Liberty County currently and for the six (6) month period immediately preceding the issuance of the invitation to bid or request for proposals or other procurement document by the County and a current business tax receipt issued by the appropriate county for said business, if required; and at least one (1) full time employee whose primary residence is in Franklin County, Jefferson County, Leon County, or Liberty County, or two (2) part-time employees whose primary residences are in Franklin County, Jefferson County, Leon County, or Liberty County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Franklin County, Jefferson County, Leon County, or Liberty County.

(C) Any respondent claiming to be a Local Business shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements above. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a respondent is a Local Business.

(D) The preference of 3%, 4%, or 5% in an invitation to bid or other procurement not using points-based evaluation criteria shall be applied and deducted from the total amount of the bid price. The preference of 3%, 4%, or 5% of the total points available in a request for proposals or other procurement using points-based evaluation criteria shall be applied and added to the total points received by a respondent.

(E) If, after application of the local preference there is a tie between two respondents, the award of the project will go to the Local Business.

4.07 TERMINATION

4.07.1 Termination for Default

(a) Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the provision of Services under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Services as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Services unsuitably; or (4) discontinues the prosecution of the Services; or (5) fails to resume Services which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Services; or (10) materially breaches any other provision of the Contract Documents.

(b) The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Services and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Services by whatever means, method or agency which the County, in its sole discretion, may choose.

(c) If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other

direct and indirect expenses or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Services, such excess shall be paid to the Contractor.

(d) The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the COUNTY in good faith under the belief that such payments or assumptions were necessary or required, in completing the Services and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Services hereunder.

4.07.2 Termination for Convenience

The agreement can be terminated by either party with or without cause with 120 days prior written notice.

**SECTION FIVE
RESPONSE/BID FORMS**

RESPONSE FORM

RESPONSE TO: Request for Proposal
Comprehensive Housing Grant Management Review
Consulting Services.
WAKULLA COUNTY PURCHASING DEPARTMENT
3093 Crawfordville Highway
CRAWFORDVILLE, FLORIDA 32327

I acknowledge receipt of Addenda No(s) _____

I have included:
Response Form _____
Statement of Qualifications/Narrative _____
Reference Form _____
Local Preference Form _____
Pricing Quote _____
Non-Collusion Affidavit _____
Ethics Clause _____
Drug Free Workplace _____
Conflict of Interest Disclosure _____

In addition, I have included a current copy of the following professional and occupational licenses:

(Check mark items above, as a reminder that they are included.)

Mailing Address: _____ Telephone: _____
_____ Fax: _____
_____ Date: _____

By signing and submitting this Proposal, I am certifying that (a) I am a citizen of the United States; (b) I am not a member or an employee of any taxing authority; and (c) I do not represent any property owner in an administrative or judicial review of property tax issues.

Signed: _____ Witness: _____
(Seal)

(Name)

(Title)

NON-COLLUSION AFFIDAVIT

I, _____ of the County of _____

_____ according to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____

of the firm of _____

in response to the Notice for Calling for Proposal for:

(add services to be performed] and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that Wakulla BOCC relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Responder)

(Date)

STATE OF: _____

BOCC OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this _____ day of _____ 20____.

NOTARY PUBLIC

My Commission Expires: _____

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

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All firms must disclose the name of any state 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 Employee of the Board:

Name of a County Employee that owns 5% or more in Respondent's firm:

Not applicable: _____

Name

Company

Date

DRUG FREE WORKPLACE CERTIFICATION

In the event of a tie, preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses 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 _____

LOCAL PREFERENCE CERTIFICATE

I, the undersigned do hereby certify that _____

(Company name) qualifies as a local business based on the language and conditions present in Paragraph (B) of Appendix A of the Invitation to Bid documents. This business qualifies based on the criteria set forth in (check one):

1. Paragraph (B)(1) _____. Please attach a copy of local business tax receipt.
2. Paragraph (B)(2) _____. Please attach documentation reflecting satisfaction of the criteria in Paragraph (B)(2).
3. Paragraph (B)(3) _____. Please attach documentation reflecting satisfaction of the criteria in Paragraph (B)(3).

I understand that false certification of this qualification may result in my company's bid being rejected.

By: _____

Name: _____

Title: _____

Date: _____

**ATTACHMENT 3
REFERENCE FORM**

Respondent's Name: _____

Contractors are required to submit with their response 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 reserves the right to contact any and all references in the course of this solicitation and make a responsibility determination, not subject to review or challenge. (Please provide at least 2 Contact Names for each reference.)

FORMER CLIENTS-Provide Three (3)	
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: _____

Title: _____

PRICING INFORMATION

NAME OF RESPONDENT: _____

BILLING ADDRESS: _____

FIXED PRICE CONTRACT AMOUNT:
--

Attach additional information if necessary.

Responder's Signature: _____

Date: _____