



DEPARTMENT OF ECONOMIC OPPORTUNITY INVITATION TO BID

Solicitation Acknowledgement Form

Page <u>1</u> of <u>47</u> pages	SUBMIT BID TO: Department of Economic Opportunity Office of Property and Procurement 107 East Madison Street, B-047 Tallahassee, Florida 32399-4128 Telephone Number: 850-245-7455		
AGENCY RELEASE DATE: <u>August 29, 2018</u>			
SOLICITATION TITLE: General Contractors for CDBG-DR Irma Program		SOLICITATION NO: 19-ITB-001-LAJ	
BIDS WILL BE OPENED: September 26, 2018 at 3:00 PM and may not be withdrawn within <u>180</u> days after such date and time.			
I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Respondent and that the Respondent is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the Respondent offers and agrees that if the bid is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.			
RESPONDENT NAME:		<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> * Authorized Representative's Signature <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> * Typed Name and Title of Authorized Representative <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> *This individual must have the authority to bind the Respondent.	
RESPONDENT MAILING ADDRESS:			
CITY – STATE – ZIP:			
PHONE NUMBER:			
TOLL FREE NUMBER:			
FAX NUMBER:			
EMAIL ADDRESS:			
FEID NO.:			
TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):			

RESPONDENT CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.			
PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

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SECTION A
PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Response. The General Instructions can be accessed by using the link listed directly below:

<http://dms.myflorida.com/content/download/2934/11780>

In the event of a conflict between the terms of the PUR 1001 and the other terms of this solicitation, the other terms of this solicitation will control.

PUR 1000 – GENERAL CONTRACT CONDITIONS

The General Contract Conditions (PUR 1000) is a downloadable document incorporated in this solicitation by reference, which contains general contract terms and conditions that must apply to any contract resulting from this solicitation, to the extent they are not otherwise modified. This document should not be returned with the Response. The General Instructions can be accessed by using the link listed directly below:

<http://dms.myflorida.com/content/download/2933/11777>

In the event of a conflict between the terms of the PUR 1000 and the other terms of this solicitation, the other terms of this solicitation will control.

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SECTION B
SPECIAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF BIDS

- B.1 Solicitation Number** 19-ITB-001-LAJ
- B.2 Solicitation Type** Invitation to Bid (ITB)
- B.3 Program Office** Community Development
- B.4 Issuing Office** Lori Jones/Purchasing Analyst
 Vincent McKenzie/Purchasing Manager
 Office of Property and Procurement
 107 East Madison Street, B-047
 Tallahassee, Florida 32399
 (850) 245-7471/(850) 245-7463(Office Number)

Lori.Jones@deo.myflorida.com/Vincent.McKenzie@deo.myflorida.com

B.5 Restrictions on Communication with DEO Staff

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following DEO posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement office named above. Violation of this provision may be grounds for rejecting a bid.

B.6 Calendar of Events

Listed below is the calendar of important actions and dates/times by which the actions must be taken or completed. If DEO finds it necessary to change any of these dates/times, it will be accomplished by addendum. Time is stated in terms of local time in Tallahassee, Florida.

	Estimated Calendar of Events	Date and Time
1.	Date of Issuance and published on the Florida Vendor Bid System website at: http://vbs.dms.state.fl.us/vbs/main_menu	August 29, 2018
2.	Technical Questions due from prospective Respondents (Only email inquiries will be accepted.)	September 11, 2018 @ 5:00 PM
3	Anticipated Posting of Questions and Answers to the Florida Vendor Bid System website (via addendum) at: http://vbs.dms.state.fl.us/vbs/main_menu	September 14, 2018
4.	Bids Due and Opened 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399	September 26,2018 @ 3:00 PM

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5.	Anticipated Posting of Notice of Intent to Award	October 2, 2018
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Addenda or clarifications to this ITB along with an Addendum Acknowledgement Form will be posted on the Florida Vendor Bid System (VBS). The Addendum Acknowledgement Form that is issued with each posting shall be signed by an individual authorized to bind the Respondent, dated, and returned with the bid package. **It is the Respondent’s responsibility to monitor the Florida Vendor Bid System for any solicitation updates.**

B.7 Notice of Potential Federal Funding

All or some portion of this procurement may be funded with federal funds. The exact amount of federal funding used will be based on the DEO’s federally approved cost allocation plan.

B.8 A Mandatory/Non-Mandatory Pre-Bid Conference (This section does not apply to this solicitation)

B.9 Questions (This section supersedes Section A, PUR 1001, Instruction #5, Questions)

Any questions from Respondents concerning this ITB shall be submitted via email to Lori Jones and Vincent McKenzie at Lori.Jones@deo.myflorida.com and vincent.mckenzie@deo.myflorida.com by the date and time specified in Section B.6, Calendar of Events. Only e-mail inquiries will be accepted. All questions and/or changes to the solicitation will be posted on the Florida Vendor Bid System (VBS) as an addendum. It is the prospective Respondent’s responsibility to periodically check the VBS for any solicitation updates. DEO bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent’s failure to obtain the information made available through the Florida Vendor Bid System. Respondent’s questions should be submitted in the format included in *Attachment J –Question Submittal Form*.

Each Respondent shall be responsible for any and all services required under this solicitation. The Respondent is required to carefully examine the specifications set forth and to be knowledgeable of any and all conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to the selected Respondent because of lack of knowledge of conditions or requirements, and the selected Respondent will not be relieved of any liabilities or obligations.

INFORMATION WILL NOT BE PROVIDED BY THE TELEPHONE. Any information received through oral communication shall not be binding on DEO and shall not be relied upon by any Respondent.

B.10 Submission of Bids (This section supersedes Section A, PUR 1001, Instruction #3, Electronic Submission of Responses)

Bids are to be submitted in a sealed package with the solicitation number and opening date and time identified on the outside. Bids may be sent by U.S. Mail, Courier, or Hand-Delivered. **BIDS SUBMITTED ELECTRONICALLY OR BY FACSIMILE WILL BE REJECTED.**

Each bid shall be prepared simply and economically, following the instructions contained herein.

It is recommended that all bids be hand-delivered or sent via certified mail or overnight courier to ensure timely delivery. Since the Caldwell Building is a secured facility, if you are hand-delivering your bid, please allow for sufficient time to gain access into the building.

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BIDS RECEIVED AFTER THE EXACT TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE RESPONDENT UNOPENED.

B.11 Withdrawal of Bids

A submitted bid may be withdrawn if, within seventy-two (72) hours after the bid due date and time indicated in the Calendar of Events, the Respondent submits a signed, written request for its withdrawal to DEO.

B.12 Bid Opening *(This section supersedes Section A, PUR 1001, Instruction #12, Public Opening)*

The bid opening will be held at the time and date specified in Section B.6, "Calendar of Events" in the Office of Property and Procurement, 107 East Madison Street, Room B-047, Caldwell Building, Tallahassee, Florida.

The name of all Respondents submitting bids shall be made available to interested parties upon written request to the contact person(s) (Issuing Office) listed in Section B.4. Any person with a qualified disability shall not be denied equal access and effective communication regarding any solicitation documents or the attendance to any related meeting or bid opening.

Sealed bids received by DEO in response to this solicitation are subject to production, disclosure, inspection and copying, in accordance with Chapter 119, Florida Statutes, once DEO posts its decision or intended decision pursuant to s. 120.57(3)(a), F.S., or 30 days after the bid opening, whichever is earlier.

B.13 Solicitation Requirements

The following requirements must be met by the Respondent in order for its Bid to be considered responsive to this solicitation; however, this is **not** an exhaustive list of mandatory requirements. Timely bids that do not meet all mandatory requirements of this solicitation, including providing all required information, documents or materials, will be rejected as non-responsive. Mandatory requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of bids is impossible, or those which affect the competitiveness of bids or the cost to DEO.

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MANDATORY REQUIREMENTS FOR EVALUATION

- A. It is **MANDATORY** that the Respondent submits its bid in the format prescribed and within the time frame specified in Section B.6, Calendar of Events.
- B. It is **MANDATORY** that the Respondent return one (1) original, signed and sealed bid package along with three (3) paper copies and one (1) electronic copy of the sealed bid (on compact disc).

Required original signed attachments are as follows:

- 1. DEO Solicitation Acknowledgement Form
 - 2. Attachment A – Reference Form
 - 3. Attachment B – Bid Cost Response
 - 4. Attachment C – Drug Free Workplace Certification
 - 5. Attachment D – Disclosure Statement/Conflict of Interest
 - 6. Attachment E – Certification Regarding Debarment
 - 7. Attachment F – Certification Regarding Lobbying
 - 8. Attachment K - Principle Place of Business and Foreign State Preferences Form
 - 9. Provide copy of DBPR contractor license
 - 10. Provide copy of all appropriate license, credentials and certifications to perform work in the applicable regions
- C. It is **MANDATORY** that the Respondent complies with the following statutory requirements: (list if applicable)
 - D. It is **MANDATORY** that the Respondent submits one (1) original Addendum Acknowledgement Form for each addendum or clarification to this solicitation which has been signed and dated by an individual authorized to bind the Respondent. This mandatory requirement is only applicable if one (1) or more addendums are posted.
 - E. It is **MANDATORY** for all of the qualifications listed in Attachment I, that supporting documentation and certifications be provided to prove the respondent's capability.
 - F. If a Respondent fails to submit all completed documentation with its bid, DEO reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via email. This right may be exercised when the bid has met all other requirements of the solicitation.

The use of the terms "shall", "must", or "will" within these solicitation documents indicate a **MANDATORY** requirement or condition.

Bids may be rejected as non-responsible if past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract.

B.14 Cost of Preparing Respondent's Bid

DEO is not liable for any costs incurred by a Respondent in responding to this ITB, or for any cost incurred for any oral presentations, if applicable.

B.15 Disclosure and Ownership of Bids by the Department

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A Respondent's bid shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. A Respondent's bid, upon submission, and any resulting Contract shall be the property of DEO except those parts asserted to be confidential or exempt pursuant to Chapter 119, Florida Statutes, and DEO, in its sole discretion, shall have the right to use, reproduce, and disseminate the bid and Contract.

B.16 Respondent's Duties to Assert Exemption from Disclosure as a Public Record

Any bid content submitted to DEO which is asserted to be exempted by law from disclosure as a public record shall be set forth on a page or pages separate from the rest of the bid, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the bid or other document in which the content is set forth.

Pursuant to section 215.985(14), F.S., the Department of Financial Services (DFS), has developed a web-based system that provides information and documentation about government contracts called the "Florida Accountability Contract Tracking System" or "FACTS." An important aspect of this system is the posting of contract images on the Internet, including contract attachments, which may include all or part of your response to this solicitation.

Any claim of exemption from public disclosure is waived upon submission, unless addressed as set forth above. DEO will attempt to afford protection from disclosure of any trade secret as defined in section 812.081(1)(c), F.S., or section 688.002, F.S., where identified as such in the reply, to the extent permitted under section 815.045, F.S., or section 288.075, F.S., and Chapter 119, F.S. Each Respondent acknowledges that the protection afforded by section 815.045, F.S., is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by DEO.

DEO takes its public records responsibilities under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. **If a Respondent considers any portion of the documents, data or record submitted in response to this solicitation to be exempted by law from disclosure as a public record, the Respondent must also provide DEO with a separate Redacted Copy of its bid, in hard copy and on a CD ROM, at the time of bid submission.**

This Redacted Copy shall contain DEO's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to DEO at the same time the Respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are exempted by law from public disclosure. **Each individual portion of the Redacted Copy that Respondent asserts is confidential must contain a citation to the specific law making the content of the redacted portion confidential.**

If it is determined that the bid does not contain any information which is exempted by law from public disclosure, please provide as part of the bid, a written statement to that effect which is executed by an authorized representative of the Respondent's company with legal authority to make this determination on behalf of the Respondent.

Respondent shall protect, defend, and indemnify, save and hold harmless, DEO from any and all claims, demands, liabilities and suits of any nature arising out of, because of, or due to failure of DEO to release information redacted by the Respondent, and to further indemnify DEO for any other loss DEO incurs due to any claim being made against DEO regarding portions of its Redacted Copy being confidential, proprietary, trade secret or otherwise not subject to disclosure.

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If Respondent fails to submit a Redacted Copy with its bid, DEO is authorized to produce the entire document(s), data or records submitted by Respondent in answer to a public records request.

B.17 Posting of Recommended Award *(This section supersedes Section A, PUR 1001, Instruction #13, Electronic Posting of Notice of Intended Award).*

The Bid Tabulation, with recommended award, will be posted for review by interested parties at the location identified in Section B.6, "Calendar of Events" above and on the Florida Vendor Bid System for a period of seventy-two (72) hours, excluding weekends and State observed holidays. Any Respondent who desires to protest the recommended award must file a protest with the Office of Property and Procurement, Department of Economic Opportunity, 107 East Madison Street, Room B-47, Caldwell Building, Tallahassee, Florida 32399-4128, within the time prescribed in section 120.57(3), Florida Statutes, and chapter 28-110, Florida Administrative Code.

B.18 Description of Work Being Procured *(Provide a brief description of the commodity/services being sought)*

DEO is requesting sealed bids from qualified General Contractors to make site assessments of repairs that are needed for an applicant that has met required criteria to receive disaster recovery funds for the repairs. These services include, but are not limited to, the provisions of a General Contractor's oversight and supervision, all labor and associated hardware and materials, required permits, drawings, and equipment necessary to repair a bundle of homes (maximum of 10 homes at one time). The maximum amount of expenditure for each home is \$150,000.00

B.19 Number of Awards

DEO anticipates the issuance of multiple awards for services under this solicitation. DEO, in its sole discretion, shall determine whether multiple awards will be issued.

B.20 Contract Term

The anticipated original contract period will begin upon execution of the contract unless a later date is specified. The original contract period is for 36 months.

B.21 Contract Renewal

If initially competitively procured, contracts for contractual services may, upon mutual agreement, be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the original contract. Renewal shall be contingent upon satisfactory performance evaluations by DEO.

B.22 Type of Contract Contemplated *(This section supersedes Section A, PUR 1000, Condition #2, Purchase Order)*

A fixed price Contract is proposed; however, DEO reserves the right to award another type of Contract if doing so is believed to be advantageous to DEO and the State of Florida, considering price and other factors. Contractor shall be paid for the services rendered under the Contract upon satisfactory completion of these services.

A copy of the proposed Contract containing all requirements is included in Section D, "DEO Vendor Core Contract." The requirements contained in the proposed Contract should be closely reviewed by the Respondent. DEO may consider any modifications proposed by the Respondent if it is determined to be in the best interest of DEO.

Information on Federal procurement regulations, State statutes and rules referred to in this solicitation and in the DEO Vendor Core Contract, may be obtained by contacting DEO's Office of Property and Procurement referred to in Section B.4.

B.23 Bid Acceptance Period

DEO intends to execute the Contract(s) as soon as possible after the posting of DEO's decision. DEO, at its discretion, may terminate discussions with the first ranked Respondent if an agreement is not executed within thirty (30) days after the announcement of an award and may proceed to award the Contract to the second ranked Respondent.

B.24 Firm Bid *(This section supersedes Section A, PUR 1001, Instruction #14, Firm Response).*

Any submitted bid shall remain firm and valid for one hundred eighty (180) days after the bid submission due date, or until a Contract is fully executed, whichever occurs first. The Respondent shall not withdraw any bid within this time period except as described in Section B.11. Any bid that expresses a shorter duration of validity may, in DEO's sole discretion, be accepted or rejected.

B.25 Disclosure

Information will be disclosed to Respondents in accordance with State statutes and rules applicable to this solicitation.

B.26 Laws and Permits

Contractor(s) must comply with all local, state and federal laws, rules, regulations and codes whenever work is being performed under this Contract. All permits and licenses required for this Contract must be obtained by the Contractor and maintained for the duration of the Contract.

B.27 Insurance *(This section supersedes Section A, PUR 1000, Instruction #35, Insurance Requirements.)*

The Contractor selected under this ITB shall maintain, during the life of the Contract, Workers' Compensation Insurance for all of its employees connected with this Contract. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employee engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, the Contractor shall provide adequate insurance, satisfactory to DEO, for the protection of its employees not otherwise protected.

The Contractor selected under this ITB shall maintain, during the life of the Contract, comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$500,000 general aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of \$100,000 combined single limit. The selected Contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) days written notice to DEO's Contract Manager, with the exception of ten (10) days notice for non-payment of premium by the insured.

The selected Contractor shall be required to submit insurance certificates, evidencing such insurance coverage, prior to the execution of a Contract with DEO. The insurance certificate must name DEO as an additional insured and identify DEO’s Contract Number. Copies of new insurance certificates must be provided to DEO’s Contract Manager with each insurance renewal.

B.28 Vendor Registration

Prior to entering into a Contract with DEO, the selected Contractor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace (MFMP) Vendor Registration System. Information about the registration process is available, and registration may be completed, at the MFMP website at <https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e1s1>. Respondents who do not have Internet access may request assistance from MFMP Customer Services at (866) 352-3776.

The following DMS Class/Group code is provided to assist you in the registration process:

Code	Description
72111111	General Residential Construction Contractor Services
81101513	Building Construction Management

A list of Commodity Codes can be found here but if you need assistance, the purchasing office can help.

http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/current_projects/myfloridamarketplace_commodity_code_standardization_project

B.29 Florida Department of State Registration Requirements

All entities identified under chapters 607, 608, 617, 620, 621 or 865, Florida Statutes, seeking to do business with DEO shall, prior to entering into a Contract, be appropriately registered with the Florida Department of State.

B.30 Staffing Changes

The successful Contractor shall staff the project with key personnel identified in the Contractors’ bid, which are considered by DEO to be essential to this project. Prior to substituting any key personnel, the Contractor shall notify and obtain written approval from DEO. Written justification must include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on the project. DEO, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.

B.31 Diversity

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The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran-owned business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com.

B.32 Contractors and Subcontractors

The Contractor will be the prime service provider and shall be responsible for all work performed and Contract deliverables. Proposed use of subcontracts should be included in the Respondent's Bid. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by DEO.

The resulting Contract allows the Contractor to subcontract for any of the services provided in the resulting Contract. The Contractor will be the prime service provider and shall be responsible for all work performed and Contract deliverables. The Contractor shall not enter into any subcontracts for the delivery of any services described in this Contract without the prior written approval of DEO. Proposed use of subcontracts should be included in the Respondent's bid. Requests for use of subcontractors received subsequent to the ITB process are subject to review and approval by DEO based on the terms described in Section C of this ITB.

DEO supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Prospective contractors can contact the Office of Supplier Diversity at 850-487-0915 for information on minority vendors who may be considered subcontracting opportunities.

DEO reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same prequalification requirements referenced in section B.38 of this solicitation as the awarded contractor.

B.33 Conflict of Interest

The Respondent covenants that it presently has no interest in and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of the services/items required to be performed under the Contract resulting from this solicitation. The selected contractor shall be required to provide written notification to DEO within (5) business days of the discovery of a potential conflict of interest. DEO shall have the authority to determine whether or not a conflict of interest exists.

B.34 Rights to Data and Copyright

Writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are submitted with a bid or specified to be delivered under a project Contract shall be maintained by DEO and may be released as public records. Additionally any writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are developed or produced and paid for in whole or in part by Contract funds become the property of DEO except as may otherwise be provided in the Contract.

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B.35 Most Favored State Status *(This section does not apply to this solicitation)*

B.36 Submittal Requirements

One (1) signed original, three (3) copies, and one (1) electronic, signed copy (on compact disc) of the bid must be submitted for review by DEO. Each copy is to be bound individually. Use of legible reproductions of signed originals is authorized for all other copies of the bid.

If a Respondent fails to submit the one (1) electronic (i.e., on compact disc), signed copy of its original bid or the one (1) electronic (i.e., on compact disc) with its bid, DEO reserves the right to contact the Respondent by telephone for submission of this document via mail. This right may be exercised when the bid has met all other requirements of the solicitation.

If Respondent considers any portion of its bid to be confidential, the Respondent shall submit a compact disc containing one (1) copy of the signed original bid with the confidential information redacted. This compact disc shall be titled "Redacted Copy."

B.37 Elaborate Bids

It is not necessary to prepare your bid using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids; instead prepare your bid simply and in accordance with the instructions herein.

B.38 DEO Solicitation Acknowledgement Form

DEO's Solicitation Acknowledgement Form shall be completed as instructed. Respondents are required to complete, sign and return the "DEO Solicitation Acknowledgment Form" with their bid submittal. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.

If a Respondent fails to submit a signed DEO Solicitation Acknowledgment Form with their bid, DEO reserves the right to contact the vendor by telephone for submission of this document via fax with follow up via mail. This right may be exercised when the bid has met all other requirements of the solicitation.

In the event that respondents submit a bid as part of a joint venture, each member of the joint venture must complete and sign a separate DEO Solicitation Acknowledgement Form.

B.39 Cost Response Submittal

Each Respondent shall use the forms provided as Attachment B, "Cost Response," to provide rates for the services requested in this solicitation.

The rates provided shall include the cost of all things necessary to accomplish the services outlined in Section C and the Respondent's response hereto, including, but not limited to, Respondent's furnishing the necessary personnel, labor, supplies, equipment, services, insurance, MyFloridaMarketPlace transaction fees miscellaneous expenses and the application of all multiples (i.e. overhead, fringe benefits, etc.), travel and incidental expenses. **Failure by the Respondent to complete and submit Attachment B, "Cost Response," and provide a cost on Attachment B**

shall result in the bid being deemed non-responsive, and therefore, the bid will be rejected. Footnotes, notations, and exceptions made to Attachment B shall not be considered.

B.40 References

The Respondent must prove to the satisfaction of DEO that it has actively and normally been engaged in business for the services/items being procured under this solicitation for at least Five (5) years of continuous operation. The Respondent shall have available under its direct supervision, the necessary organization, experience, equipment and staff to properly fulfill all the conditions, requirements, and specifications required under this solicitation. The Respondent shall submit the following with its bid:

1. On Attachment A, the Respondent shall provide the required information to include the Respondent's name, the signature of an authorized representative, and the title of the authorized representative. This individual must have the authority to bind the Respondent.
2. Provide three (3) separate and verifiable clients, other than DEO, for which work similar to that specified in this solicitation has been performed. The references provided must cumulatively document at least five (5) years of similar service. These references should be available to be contacted during normal working hours. References shall be listed on Attachment A.
3. DEO will review its records to identify any contracts the Respondent has undertaken during the previous five (5) years from issuance of this solicitation with DEO where the Respondent was the primary contractor. DEO will contact the DEO Contract Manager, if applicable, for two (2) contacts in order to complete the evaluation questionnaire provided in Attachment G.

Failure to provide any of the qualification/reference information, as required under this section and in the instructions on Attachment A, will result in the bid being deemed non-responsive and therefore, rejected. Solicitation responses that appear unrealistic in terms of technical commitment, that show lack of technical competence, or that indicate failure to comprehend the risk and complexity of a potential contract may be rejected.

DEO will confirm that selected contractors continue to satisfy the minimum required qualifications throughout the duration of any contract resulting from this solicitation. Contractors who no longer satisfy the required minimum qualifications may be removed from the prequalified contractor list at the sole discretion of DEO.

B.41 State Project Plan

The Respondent should submit a written plan addressing the State's four (4) objectives listed below, to the extent applicable to the items/services covered by this solicitation. DEO expects prospective respondents to address each objective. Objectives not addressed in the selected Respondent's bid must be addressed prior to Contract execution. **The State reserves the right to negotiate mutually acceptable changes with the respondent selected for award, prior to execution of the Contract.**

1. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The Respondent shall submit as part of this plan, the Respondent's plan to support the procurement of products and materials with recycled content. The Respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Respondent which must comply with the provisions of rule 62-730.160, Florida Administrative Code, and applicable State and Federal laws.

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It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.

2. **Certification of Drug Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, Florida Statutes, provides that, where proposals which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a respondent that certifies it has implemented a drug-free workforce program. If the Respondent has a drug-free workplace program, the Respondent shall sign and submit the "Certification of Drug Free Workplace Program" Form, attached hereto and made a part hereof as Attachment C.
3. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. Information about RESPECT and the products it offers is available at <http://www.respectofflorida.org>.

The Respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Respondents proposing the use of RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their bid. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEO Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

4. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. Information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

The Respondent shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. Respondents proposing the use of PRIDE as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their bid. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEO Solicitation Number, the project title, and the prime Contractor with whom the firm intends to subcontract.

B.42 Basis of Award

1. Award(s) will be determined by the respondents meeting requirements and qualifications as indicated in Sections B.13, C.4 and Attachment I.
 - a. Qualifications- If the Respondent fails to meet the qualification requirements as outlined, DEO shall disqualify the Respondent from further consideration.
2. In determining vendor responsibility, DEO may consider any information or evidence which comes to its attention and which reflects upon a vendor's capability to fully perform the Contract requirements and/or the vendor's demonstration of the level of integrity and reliability which DEO determines to be required to

assure performance of the Contract. Also, any respondents awarded under this solicitation is not guaranteed to be selected to perform services in the resulting Contract.

B.43 Identical Tie Bids (This section does not apply to this solicitation)

B.44 Terms and Conditions *(This section supersedes Section A, PUR 1001, Instruction #4, Terms and Condition).*

All bids are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

1. Scope of Work (Section C),
2. DEO Vendor Core Contract (Section D),
3. Special Instructions for the Preparation and Submission of Responses (Section B),
4. General Instructions to Respondents (PUR 1001), and
5. General Conditions (PUR 1000).

DEO objects to and shall not consider any additional terms and conditions submitted by a Respondent, including and appearing in documents attached as part of the Respondent's bid. In submitting its bid, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions found in this solicitation, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

B.45 Trade Names (This section does not apply to this solicitation)

B.46 Visitor Pass to the Caldwell Building (This section does not apply to this solicitation)

B.47 Employment of DEO Personnel

The Contractor shall not knowingly engage, on a full or part-time basis, any personnel who are in the employment of DEO, without prior written approval of DEO.

Further, the Contractor shall not knowingly engage any former employee of DEO where such employment conflicts with the requirements of section 112.3185, F.S.

B.48 Respondent's Responsibility

It is understood and the Respondent 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 solicitation.

B.49 Accessible Electronic Information Technology

Respondents submitting responses to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

B.50 Agency for State Technology (AST) (This section does not apply to this solicitation)

B.51 In-State Preference

Respondents shall complete and submit Attachment K, Principal Place of Business and Foreign State Preferences, indicating whether its principal place of business is within the State. For the purposes of this ITB, “principal place of business” means the state in which the Respondent’s high level officers direct, control, and coordinate the Respondent’s activities. Section 287.084(2), F.S., states:

A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal place of business are in that foreign state in the letting of any or all public contracts.

Consistent with section 287.084(2), F.S., if a Respondent indicates on its form that its principal place of business is outside of this State, it shall have an attorney provide the opinion on Attachment K, Principal Place of Business and Foreign State Preference Form.

B.52 Performance Bond and Labor and Material Payment Bonds

On projects where the bid exceeds \$100,000, unless such requirement has been waived in accordance with Rule 60D-5.0041, F.A.C., the Respondent must provide with the bid or within two working days of being notified as the low responsive, qualified Respondent, evidence of ability to provide the necessary performance and payment bonds for the project by providing a letter of intent to provide a 100% performance bond and a 100% labor and material payment bond from a surety company authorized to do business in the State of Florida by the Department of Financial Services, and meeting the financial and performance rating required by the solicitation documents. For contract amounts not exceeding \$500,000, the provisions of Section 287.0935, F.S., shall govern.

Such bond shall be maintained throughout the term of the Contract, issued by a reliable surety, which is licensed to do business in the State of Florida, and must include the following conditions:

- Beneficiary – The Department of Economic Opportunity/State of Florida shall be named as the beneficiary of the bond. The Contractor’s bond shall provide that the insurer or bonding company shall pay losses suffered by DEO directly to the State.
- Notice of Attempted Change – DEO shall receive thirty (30) days prior written notice of any attempt to cancel or to make any other material change in the status, coverage or scope of the required bond or of Contractor’s failure to pay bond premiums.
- Premiums – State shall not be responsible for any premiums or assessments of the bond.
- Purpose of Bond – The performance and payment bond is to protect DEO against any loss sustained through failure of the Contractor or any of its employees to faithfully perform the services required by the contract. No payments shall be made to Contractor until the performance bond is in place.

B.53 Surety Companies Acceptable to State

To be acceptable to the State as Surety for Bid Bonds, Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Financial Services, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

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3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
5. If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:
 1. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount			Policy Holder's Rating	Required Financial Rating
\$ UP	To	1,000,000	A-	CLASS I
1,000,000	To	2,000,000	A-	CLASS II
2,000,000	To	5,000,000	A-	CLASS III
5,000,000	To	10,000,000	A-	CLASS IV
10,000,000	To	25,000,000	A-	CLASS V
25,000,000	To	50,000,000	A-	CLASS VI
50,000,000	To	100,000,000	A-	CLASS VII

2. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - (a) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approvals by the State of Florida, Department of Financial Services to do business in this state have been met.
 - (b) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

B.54 Definitions

- A. Bid: The offer extended to DEO in response to an Invitation to Bid.
- B. Applicant: An eligible homeowner or property owner for the Housing Repair Program.
- C. CDBG-DR: The Community Development Block Grant- Disaster Recovery Program, as authorized under the Title 1 of the Housing and Community Development Act of 1974, as amended.
- D. Construction Services: All services related to the repair, reconstruction, or replacement of a property.
- E. Contract: A written agreement between DEO and the Contractor, including all documents, exhibits and attachments specifying services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, which shall be executed by both the Contractor and DEO.

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- F. **Contract Manager:** A person who is charged with monitoring a Contract through the term of the agreement and who is specifically responsible for enforcing performance of the Contract terms and conditions, and maintaining all financial information, i.e., payment history, payment method, payment tracking, etc. DEO and Contractor will each appoint a Contract Manager. The Contract Manager serves as the liaison between DEO and the Contractor regarding performance issues contained in the Contract.
- G. **Contractor:** The person or entity that enters into a Contract to sell commodities or contractual services to DEO.
- H. **Contractor Personnel:** Persons directly employed by the Contractor.
- I. **DEO:** The Florida Department of Economic Opportunity.
- J. **Department Business Hours:** Typically 8:00 A.M. through 5:00 P.M., Monday through Friday, during which time DEO conducts routine business.
- K. **Department Non-Business Hours:** Typically Department-observed holidays, weekends, and night time frames in which DEO is closed to conducting routine business.
- L. **Department-Observed Holidays:** The following holidays are currently observed by DEO. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.
 - 1. New Year's Day
 - 2. Martin Luther King Day
 - 3. Memorial Day
 - 4. Independence Day
 - 5. Labor Day
 - 6. Veteran's Day
 - 7. Thanksgiving Day and the following day
 - 8. Christmas Day
- M. **Individual Project Contracts:** Contracts awarded to each general contractor per assigned property.
- N. **Invoice:** Vendor's itemized document stating prices and quantities of goods and/or services delivered and sent to DEO for verification and payment.
- O. **Premise(s):** The entire DEO real property identified by DEO's Project Manager (or his/her designee) and any other real property that may be added to or deemed part of the Contract.
- P. **Project Manager:** DEO's staff member(s), manager(s), contractor(s) or consultant(s) with overall responsibility and authority to oversee the contractual services being performed or provided by the Contractor for DEO as described in the Contract.
- Q. **Respondent:** The person or entity submitting a bid in response to an Invitation to Bid.

- R. Responsible Vendor: A vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.
- S. Responsive Bid: A response submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- T. Responsive Vendor: A vendor that has submitted a response, proposal, or reply that conforms in all material respects to the solicitation.
- U. Subcontractor: A person or entity contracting to perform part or another's entire Contract, upon DEO approval.
- V. Vendor: A person or entity that sells or offers to sell commodities or contractual services.
- W. Vendor Bid System (VBS): The system which allows all state agencies to advertise bids and exceptional purchases on MyFlorida.com. It also permits registered vendors to receive automatic email notification of bid advertisements, addendums to bids, and exceptional purchases.
- X. Written Notice: Written Notice is herein defined as notice in writing, signed and may be an email of the original.

B.55 Strict Enforcement

DEO reserves the right to enforce strict compliance with any requirement of this solicitation.

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**SECTION C
SCOPE OF WORK
AND
CONTRACT TERMS AND CONDITIONS**

C.1 Purpose and Introduction

The State of Florida, Department of Economic Opportunity, is requesting sealed bids from qualified General Contractors to make site assessments and repairs that are needed for an Applicant that has met required criteria to receive CDBG-DR funds for the repairs. These services include, but are not limited to, the provisions of a General Contractor's oversight and supervision, all labor and associated hardware and materials, required permits, drawings, and equipment necessary to repair a bundle of homes (maximum of 10 homes at one time). The maximum amount of expenditure for each home is \$150,000.00.

C.2 Background and Overview

REGIONAL SERVICE AREAS:

NORTH WEST REGION: Dixie, Lafayette, Suwannee, Hamilton, Columbia County, and other counties as may be determined necessary by the owner.

NORTH EAST REGION: Gilchrist, Levy, Alachua, Bradford, Union, Baker, Nassau, Duval, Clay, St. Johns, Putnam, Flagler, Volusia, Lake, Marion, Citrus, Sumter, Hernando County, and other counties as may be determined necessary by the owner.

CENTRAL REGION: Pasco, Pinellas, Polk, Hillsborough, Seminole, Brevard, Orange, Osceola, Sarasota, Manatee, Desoto, Hardee, Highlands County, and other counties as may be determined necessary by the owner.

SOUTH REGION: Dade, Palm Beach, Monroe, Broward, Charlotte, Glades, Lee, Hendry, Collier Indian River, Okeechobee, St. Lucie, Martin County, and other counties as may be determined necessary by the owner.

BACKGROUND OVERVIEW: Typical projects may include, but are not limited to: New building construction, general site work, mobile home unit demolition, haul off, rehabilitation, repairs and renovations to existing structures that meet the Housing Repair Program requirements, professional engineering design, and environmental remediation services, estimating services, inspections and construction administration. Construction Services will also include bringing units into code compliance and elevation standards. Repairs, reconstruction or replacement will include work to homes with partial repairs. This work is in support of the Rebuild Florida Housing Repair and Replacement Program (HRRP).

Individual Project Contracts may be awarded on a competitive basis by region to a qualified regional Contractor. DEO reserves the right to award the Individual Project Contract to the next qualified regional Contractor under some of the following circumstances: 1.) If the current candidate is non-responsive after multiple attempts to establish communication in a DEO emergency situation; or 2.) If the current candidate does not begin the contracted services within fifteen (15) calendar days of a mutually agreed upon project start date. There is no work guaranteed to any Respondent as a result of being selected and placed under this Contract.

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C.2.1 Materials (This section does not apply to this Solicitation)

C.2.2 Standards of Performance

All services shall be performed in a manner consistent with the requirements of this Contract and in a manner that is skillful and comparable to the related work standards throughout Florida under the same or similar circumstances. Contractor and any of their employees or subcontractors, while performing work for the State, shall maintain a professional work ethic.

In the event Contractor fails to perform any component of the services to DEO's reasonable satisfaction and such services are not performed in a manner reasonably consistent with the requirements of this Contract, DEO shall then have the option of immediately terminating the Contract as set forth in Section C.10.

C.3 Method of Payment/Invoice

Contractor shall submit invoices to DEO on or before the 5th day of each month for the services rendered the previous month. If Contractor has questions or concerns regarding the invoice, Contractor may contact the Contract Manager listed herein with questions.

Invoices shall contain the Contract number, purchase order number, and the appropriate Federal Identification Number (FEID). The State may require any other information from Contractor that the State deems necessary to verify that the goods and or services have been rendered under the Contract.

Contractor shall provide complete pricing information, as detailed above, for all items, per Contract year and including each renewal year. All requests for compensation for services or expenses must be submitted in detail sufficient for a pre-audit and post-audit in accordance with subsection 287.058(1)(a), Florida Statutes.

Contractor will submit with the invoice all documentation to support any reimbursements to DEO for review, which must include:

- a. AIA Document G702
- b. AIA Document G703/Schedule of Values

C.4 Contractor Responsibilities

1. Provide site assessment and construction services on a continuing basis involving individual project contracts for one (1) or more of the regional service areas listed above in Section C.2. Typical projects may include, but are not limited to: New building construction, general site work, mobile home unit demolition, haul off, rehabilitation, repairs and renovations to existing structures that meet the Housing Repair Program requirements, professional engineering design, and environmental remediation services, estimating services, inspections and construction administration.
2. Contractor will coordinate with the Applicant and his/her family and project manager and/or construction management staff from assignment to obtain a certificate of occupancy for closing. This includes but is not limited to:
 - a. Obtaining all necessary state and local permits and approvals prior to the commencement of the work for each structure;
 - b. Utility disconnection and reactivation;
 - c. Providing architectural and house plan renderings;

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- d. Demolition of damaged interior and exterior materials;
 - e. Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos containing materials;
 - f. Site preparation;
 - g. Foundation leveling, repair, and/or elevation;
 - h. Structural damage repair;
 - i. Building envelope repair, including:
 - i. Roof repair or replacement and attendant damage
 - ii. Door and window replacement
 - iii. Siding /veneer repair or replacement
 - iv. Mechanical (HVAC), electrical, and plumbing systems repair or replacement
 - v. Drywall repair or replacement
 - vi. Rough and trim carpentry;
 - j. Surface preparation and painting;
 - k. Flooring repair or replacement;
 - l. Cabinet and appliance replacement;
 - m. Lead-based paint, asbestos and mold mitigation;
 - n. Specialty construction elements associated with historic properties, including coordination with Florida Division of Historical Resources and other local historic districts and stakeholders;
 - o. Wind mitigation and retrofitting measures as may be required;
 - p. Specialty construction elements associated with Green Building Construction techniques as required by HUD;
 - q. Addressing special needs accessibility requirements;
 - r. Construction of new residential structures including 2, 3, and 4-bedroom floor plans in accordance with all applicable local and state codes and standards as well as the specified Green Building Standard; and
 - s. Conducting close-outs for each project, which may include obtaining certificate(s) of occupancy from applicable state and local authorities.
 - t. All Contractors must ensure compliance with Davis Bacon Act.
3. All Contractors and Subcontractors must comply with [Federal Register No. FR-6066-N-01](#) and Federal Register No. FR-6109-N-01.
 4. All Contractors and subcontractors must ensure building plans and materials are compliant with National Flood Insurance Program (NFIP) (elevation) standards for each parcel.
 5. All Contractors and subcontractors must be able to demonstrate compliance with all U.S. Department of Housing and Urban Development (HUD) Section 3 requirements at any time throughout the process.
 6. All Contractors and subcontractors shall carry and provide proof of a current general liability policy in at least the aggregate amount of all contracts awarded in this program within ten (10) business days of award. Failure to do so may result in termination of the Contract.
 7. All Contractors and subcontractors must provide proof of all appropriate licenses, credentials and certifications to demonstrate ability to complete job specific work and local requirements within each designated county.
 8. All Contractors and subcontractors must verify compliance with all federal accessibility requirements and state building code requirements, including the following:
 - a. 2012 Florida Accessibility Code for Building Construction, adopted pursuant to section 553.503, Florida Statutes;

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- b. The Fair Housing Act (42 U.S.C. 3601) as implemented by 24 CFR part 100;
 - c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701) as implemented by 24 CFR Part 8; and
 - d. Titles II and III of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008, and as implemented by 28 CFR parts 35 and 36, incorporating the most recent amendments, regulations and rules.
- 9. All Contractors and subcontractors must secure and provide proof of performance and payment bonds within ten (10) business days of award. Failure to do so may result in termination of the Contract.
 - 10. All contractors and subcontractors will be responsible for documenting (with photographs and written reports) any pre-existing and pre-storm damage to the property that has not been included in the scope of work.
 - 11. Contractor and subcontractors must develop and maintain a quality control program. Contractor must provide the name and job title of the person responsible for the Contractor's quality control program, as well as a description of the quality control program. A copy of Contractor's quality control manual may be required. The quality control manual will become part of the Contract if Contractor's solicitation response is selected.
 - 12. All Contractors and subcontractors are responsible to comply with HUD's Lead Safe Housing Rule; U.S. Environmental Protection Agency (EPA) Renovation, Repair and Painting Rule; and all other applicable rules and regulations. Project sites are required to be in full compliance at all times.
 - 13. All Contractors and subcontractors performing, offering or claiming to perform renovations for compensation in target housing (pre-1978) must comply with EPA's RRP Rule and EPA's Lead-Pre-Renovation Education (Lead-Pre) Rule. Regulatory requirements can be found at 40 CFR Part 745 Subpart E – Residential Property Renovation. All Contractors and subcontractors participating in this disaster recovery program must be EPA certified. In addition, all individuals performing renovation work on behalf of the firm must be certified renovators.
 - 14. Contractor and subcontractors will be responsible for determining utility needs, providing sanitary facilities and safely operating equipment on site and obtaining any required permits.
 - 15. Contractor and subcontractors is required to attend pre-construction meeting(s) with the Applicant and a HRRP representative.
 - 16. Upon receiving a Notice to Proceed from HRRP, Contractor shall begin work within fifteen (15) days. The Contract will be terminated if any contractor who begins construction work to the site prior to receiving a Notice to Proceed, will receive no funding, and will have no further recourse.
 - 17. All work performed by Contractor will be guaranteed for the following periods:
 - 1 Year – general warranty for repairs to the home;
 - 2 Years – electrical, plumbing, and mechanical warranty (if such work is performed); and
 - 10 Years – structural warranty (if structural work is performed).

Such warranty will be stipulated in the Individual project contract. For the specified period in the warranty, from the time of final inspection, the assisted Applicant may require the Contractor to correct defects or problems arising from his or her work under this Contract. Should the Contractor fail to do so, the assisted Applicant may take any necessary recourse by contacting HRRP. A reasonable amount of time will be given to correct the problem; however, in no case will such time

exceed two (2) weeks to respond. Failure to correct any warranty claims within a reasonable period will result in HRRP taking any and all action necessary against Contractor including but not limited to recoupment of payments to Contractor and/or any legal remedies available to HRRP.

18. Contractor will communicate directly with the DEO assigned project manager for each property. Contractor will provide status reports to the project manager. This information will be relayed to the applicant from the project manager. Contractor must be able to provide a status report upon request within 48 hours.
19. Contractor will request a 50 percent completion inspection and 100 percent completion inspection per property. Upon 50 percent completion and 100 percent completion, contractor will be able to invoice for construction services.

C.4.1 Lead-based paint disturbance and mitigation

Contractors must ensure the following minimum requirements are met at all times when working on pre-1978 homes where lead hazards have been identified and will be disturbed:

1. All sites are clean and protective covering is placed where required by applicable regulations during the renovation, especially when paint disturbing activities are taking place.
2. All workers on site are to have proper certifications with them while on site.
3. The Lead Renovator's certificate is required on site at all times from the start of the renovation until the final lead clearance has been achieved.
4. Ensure proper techniques are being used when performing paint disturbing activities.
5. At a minimum, two (2) items are required to be posted at all times to be seen clearly by anyone approaching the site and all workers until final lead clearance is achieved. See below.
 - a. EPA RRP required warning signage in English and Spanish



- Example Signage

- b. OSHA required lead warning signage in English and Spanish -



Example Signage

C.4.2 Rehabilitation and Reconstruction Progress Inspections

HRRP will perform site visits for each Rehabilitation, Mobile Home Replacement or reconstruction project at the request of the Contractor and at pre-determined stages during critical construction activities as described in the contract between DEO and Contractor. These visits will occur after all required municipal code enforcement, and/or third-party inspections have taken place. Contractor will submit a written request electronically via email to project manager for a site visit to occur no earlier than 48 hours from the time of request.

C.4.3 Final Inspection and Warranty Information

Once construction has been completed, Contractor will request a final site visit to guarantee that all work outlined in the Contract has been satisfactorily completed according to the appropriate state and local codes and standards and the home meets the housing standards. The final site visit confirms that all work has been completed and been accepted by building code enforcement and-or Third-Party Inspectors including all items on a punch list.

As in all construction projects, a punch list will be developed toward the end of the job. A punch list is a listing of items written as specifications, which constitute the work necessary to complete the Contract. As a result of the final inspection, HRRP inspectors and Contractor will develop the punch list, although Contractor and the assisted Applicant prior to the final inspection can develop it. Either way, the punch list will represent work yet to be done, not additional work over and above the original or amended Contract. Once the punch list has been prepared, no other work items are expected of Contractor. If the punch list contains more than ten (10) items, Contractor is not ready for a final inspection.

Contractors must provide all warranties prior to the inspector signing a final inspection form. Photographs will be taken for documentation purposes. At this time, the Applicant will be provided instruction booklets and warranty information.

C.4.4 Re-inspections

Should the HRRP personnel observe any fault(s) during inspections, Contractor will be informed of the fault(s) and be provided a written report of the findings. When Contractor has remedied the fault(s), Contractor may request a re-inspection to be performed at a time no earlier than 48 hours from the request. A re-inspection fee may be assessed and will be the responsibility of Contractor.

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C.4.5 Change Orders

Where additional work is necessary to make repairs or to correct unforeseen dangerous conditions, Contractor shall submit to HRRP a Change Order consisting of a detailed description of the work needed, including quantities and location, the cost of such work, and the time necessary for such work to be completed. Unless it is determined there exists an immediate health and safety danger, NO WORK SHALL BE AUTHORIZED until agreed upon in writing by the Applicant, Contractor, and HRRP. All Change Orders will be reviewed for cost reasonableness and eligibility by program management. Only eligible items will be approved.

C.5 Background Screening

Contractor will be responsible for obtaining and providing Level One (1), or equivalent, written background checks from the Florida Department of Law Enforcement (FDLE) on all employees and substitute(s) that will provide services pursuant to the Contract. This documentation must be provided to the DEO Contract Manager upon execution of the contract. DEO reserves the right to reject any employee from providing services on the basis of the background check. The Contractor may access the FDLE website to perform the background check and is responsible for payment. The address for the website is: <http://www.fdle.state.fl.us/cms/Criminal-History-Records/Obtaining-Criminal-History-Information.aspx>. Written FDLE background checks must be submitted and approved prior to staffing changes.

C.6 Deliverable, Tasks, Performance Measures and Financial Consequences

Contractor agrees to perform the following:

Deliverable No. 1 – Construction		
Tasks	Performance Measures	Financial Consequences
Contractor shall complete a site assessment and construction activities for a maximum of 10 houses at a time, in accordance with the approved work order.	Contractor must complete construction activities and submit an accurate completed invoice and supporting documentation as specified in Section C.3. Supporting documentation includes all necessary forms, work orders, invoicing, quotes, required to confirm the completion of the construction project. Invoices will be required to be approved by the HRRP staff representative and by DEO prior to payment.	Failure to complete all construction activities will result in a financial consequence in the amount of \$5,000.00 for each construction activity not completed and an additional \$5,000.00 financial consequence will result for each document not submitted as required with the invoice submittal.
		Deliverable 1 - \$Cost

C.7 Information Release

DEO does not endorse any contractor, commodity or service. No public disclosure or news release pertaining to this Contract shall be made without the prior written approval of DEO. Contractor is prohibited from using Contract

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information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

Contractor must notify DEO, both by e-mail and first class mail, within one (1) business day from receipt of all request(s) for public records, as a public record is defined in section 119.011, Florida Statutes. Contractor shall be responsible for responding to all public records requests in accordance with Chapter 119 of the Florida Statutes for records made or received by Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes. Notice of public records requests received by Contractor shall be e-mailed to PRRequest@deo.myflorida.com and mailed to:

Public Records Coordinator
Department of Economic Opportunity
107 East Madison Street
Tallahassee, Florida 32399
Office: (850) 245-7140

Contractor shall notify the DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Contractor's possession related to this Contract is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Contractor shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

C.8 DEO Responsibilities

1. DEO's Contract Manager and project manager will provide on-going training and technical assistance as needed to Contractor. DEO's monitoring unit will provide yearly on-site visits to review each Contractor's work pursuant to this Contract.
2. Assign a Contract Manager to manage the Contract.
3. Ensure the DEO Contract Manager and project manager provide information to Contractor as required.
4. Conduct any required coordination, communication, and document distribution with any entities external to DEO, including the Florida Legislature, House and Senate staff, other State agencies, the Governor's office, and other entities as required. This includes status reports to each assigned project manager per property.
5. Review all deliverables and authorize payments for approved deliverables. Deliverables should be complete and comply with the terms of this Contract. Contractor may request payment based on 50 percent and 100 percent completion inspections.
6. Be available for consultation throughout the project.
7. Review Contractor's invoices for accuracy and thoroughness and process them on a timely basis.
8. Review and approve the assignment of all team members, both initially proposed and any subsequent changes.
9. Maintain paper, electronic and final archive copies of all deliverables.
10. Expediently respond to inquiries or requests from Contractor.
11. Provide meeting sites when necessary.
12. Ensure project management and oversight standards set forth in rules 74-1.001 - 1.009, F.A.C. are followed.
13. Ensure Contractor's compliance with the requirements of the AST as defined in Rule 74-1, F.A.C., and section 282.0051(3), F.S.

C.9 Contractor's Responsibilities upon Termination

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After receipt of a Notice of Termination, and except as otherwise specified by DEO, Contractor shall:

1. Stop work under this Contract on the date and to the extent specified in the notice.
2. Complete performance of such part of the work as shall not have been terminated by DEO.
3. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Contractor and in which DEO has or may acquire an interest.
4. Upon the effective date of termination of the Contract, Contractor shall transfer, assign, and make available to DEO all property and materials belonging to DEO. No extra compensation will be paid to Contractor for its services in connection with such transfer or assignment.

C.10 Financial Consequences for Failure to Timely and Satisfactorily Perform

Failure to complete all deliverables in accordance with the requirements of this Contract, and in particular, as specified in Section C.4, Contractor Responsibilities, and Section C.6, Deliverable, Tasks, Performance Measure and Financial Consequences, of this Scope of Work, will result in substantial injury to DEO and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, Contractor(s) may be assessed the financial consequences set forth in Section C.6. In addition, if it becomes necessary for DEO to institute a corrective action plan and Contractor fails to comply with the approved corrective action plan, Contractor shall be assessed the additional financial consequences specified in the corrective action plan or the financial consequences that would have been imposed under Section C.6, whichever is higher. Failure of Contractor to timely and adequately perform under any corrective action plan implemented by the parties shall result, at the minimum, in a financial consequence that would have been imposed under Section C.6.

This provision for financial consequences shall in no manner affect DEO's right to terminate the Contract as provided elsewhere in the DEO's Vendor Core Contract. The financial consequences set forth herein do not constitute exclusive remedies of DEO, and DEO shall retain all rights, privileges, and remedies available to it at law and in equity.

C.11 Liquidated Damages upon Contract Termination

DEO is entitled to completion of the services/items within the schedules fixed in Section C, Scope of Work, hereof or within such further time, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination of the Contract by DEO for cause, Contractor shall be liable to DEO for \$1,000 for each calendar day after termination, up to 60 days, for DEO's expenses for additional managerial and administrative services required to complete or obtain the services/items from another contractor. Liquidated damages for this period of time, is in addition to the financial consequences assessed (as provided for in Section C.10) prior to termination. This liquidated damages provision addresses only the cost to DEO for re-procurement of these services and does not limit DEO's ability to pursue other damages it incurs as a result of Contractor's breach.

C.12 Notification of Instances of Fraud

Incidents of Contractor's operational fraud or criminal activities shall be reported to DEO's Contract Manager within twenty-four (24) chronological hours.

C.13 Confidentiality and Safeguarding Information

Contractor may have access to confidential information during the course of performing these services/items described in this ITB. The Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with this Contract. All Contractor personnel assigned to this project must sign a confidentiality statement which will be provided by DEO upon awarding the services/items described in this ITB. The Contractor's confidentiality procedures must be approved by DEO and must comply with all State and Federal confidentiality requirements, including but not limited to Chapter 119, Florida Statutes, and all Contractor employees will be appropriately screened in a manner comparable to sections 435.03 and 435.04, Florida Statutes.

C.14 Change of Ownership

If a change of ownership of the company is anticipated during the thirty-six (36 months following the ITB Bid Opening Due date), Contractor must describe the circumstances of such change and indicate when the change is likely to occur.

C.15 Ownership and Intellectual Property Rights *(This section does not apply to this solicitation)*

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SECTION D
DEO's VENDOR CORE CONTRACT

The proposed contract language contained in DEO's Vendor Core Contract should be reviewed by all Respondents. In responding to DEO solicitation 19-ITB-001-LAJ Respondent agrees to accept the terms and conditions of DEO's Vendor Core Contract. Respondent has read and understands these Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

DEO reserves the right to make modifications to this Contract if it is deemed to be in the best interest of DEO or the State of Florida.

DEO Vendor Core Contract is attached by separate document and incorporated by reference within this solicitation

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**ATTACHMENT A
REFERENCE FORM**

Respondent's Name: _____

The Respondent must list a minimum of three (3) separate and verifiable clients, other than DEO, for which work similar to that specified in this solicitation has been performed for a period of at least Five (5) continuous year(s). Any information not submitted on this attachment shall not be considered. **The clients listed shall be for services similar in nature to that described in this solicitation.** The same client may not be listed as more than one (1) reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). DEO shall choose two (2), clients at its discretion to contact. Confidential clients shall not be included. **DO NOT LIST DEO WORK ON THIS FORM.** (Please provide at least two (2) Contact Names for each client.)

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least five (5) continuous year	To
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least five (5) continuous year	To
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least five (5) continuous year	To
Approximate Contract Value:	\$

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***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent**

**ATTACHMENT B
COST RESPONSE**

Regions	Initial Three (3) year Contract Period		
	Quote Maximum % of Markup Cost for the Regions where you are qualified and choose to provide services		
	Initial Year 1	Year 2	Year 3
EXAMPLE: Region 1	5%	5%	5%
Northwest Region	%	%	%
North East Region	%	%	%
Central Region	%	%	%
South Region	%	%	%

Regions	Renewal - Three (3) year Contract Period		
	Quote Maximum % of Markup Cost for the Regions where you are qualified and choose to provide services		
	Renewal Year 1	Renewal Year 2	Renewal Year 3
EXAMPLE: Region 1	5%	5%	5%
Northwest Region	%	%	%
North East Region	%	%	%
Central Region	%	%	%
South Region	%	%	%

*Authorized Representative's Signature

*Typed Name and Title of Authorized Representative

***This individual must have the authority to bind the respondent.**

***NOTE: Respondent should specify minimum quantities and proposed pricing structure for future purchases that are made under the resulting Contract.**

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ATTACHMENT C
DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids 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 bid 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 bids 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 performance 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 business of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, 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 or plea.
- 5) For any employee who is convicted or pleads to a violation of chapter 893, Florida Statutes, impose a sanction on the employee, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community.
- 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.

Respondent

Name: _____

Date: _____

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

**ATTACHMENT D
DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE**

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 DEO, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent (5%) 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 DEO, or other person, who has received or will receive compensation of any kind to seek to influence the actions of DEO in connection with this procurement, or who has registered or is required to register under section 112.3215, Florida Statutes in connection with this procurement.

The following persons are officers, directors, employees, or agents of Respondent's firm **and** state officers or employees:

_____	_____
_____	_____

The following persons are state officers or employees who own, directly or indirectly, more than a 5% interest in the Respondent's firm:

_____	_____
_____	_____

The following persons have sought to influence DEO in this procurement on behalf of the Respondent:

_____	_____
_____	_____

The Respondent has no interest to disclose and has had no person seeking to influence DEO in connection with this procurement.

Respondent **Name:** _____
Date: _____

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**
***This individual must have the authority to bind the respondent.**

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ATTACHMENT E
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each provider whose Contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each Contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the Contract amount. The Department of Economic Opportunity cannot Contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this Contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the Contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this Contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Department of Economic Opportunity may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the Contract manager's Contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

(1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract/subcontract by any federal department or agency.

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(2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Respondent

Name: _____

Date: _____

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

**ATTACHMENT F
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS**

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

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.

Respondent
Date: _____

Name: _____

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

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**ATTACHMENT G
EVALUATION OF PAST PERFORMANCE**

Respondent's Name _____

Respondent's Reference Name _____

Person Interviewed _____

Interviewed By _____

Date of Interview _____

The following questions will be asked of the client reference chosen at the discretion of DEO:

1. Briefly describe the work the contractor performed for your company.

2. How well did the contractor adhere to the agreed upon schedule?

3. How would you rate the contractor's quality of work?

4. How would you rate the contractor's use of adequate personnel in quantity, experience and profession?

5. How would you rate the contractor's use of appropriate equipment and methods?

Reference's Signature _____ Date _____

ATTACHMENT H
BID PACKAGE CHECKLIST

To ensure that your bid can be accepted, please be sure the following items are completed and enclosed. This checklist is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this solicitation. If a Respondent fails to submit all completed documentation with its bid, DEO reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via email. This right may be exercised when the bid has met all other requirements of the solicitation.

Check off each of the following:

___ 1. The DEO Solicitation Acknowledgement Form has been completed, manually signed, and enclosed in the original bid.

In the event that Respondents submit a bid as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.

___ 2. The Reference Form (Attachment A) has been completed with three references as required in solicitation and enclosed in the bid.

___ 3. The Solicitation Cost Sheet (Attachment B) has been completed, reviewed for accuracy, signed by authorized representative, and enclosed in the bid. The authorized representative must have the authority to bind the Respondent.

___ 4. The Drug Free Workplace Certification (Attachment C), Disclosure Form (Attachment D), Debarment Form (Attachment E), Lobbying Form (Attachment F), and the In-State Preference Form (Attachment K) have been read, completed, signed, and enclosed in the original bid, if applicable.

___ 5. The Certified Minority Business Enterprise Certificate (CMBE) has been enclosed in the bid, if applicable.

___ 6. The Respondent's bid addresses the State's four (4) objective State Project Plans to support, to the extent applicable to the items/services covered by this solicitation: Environmental Considerations, Drug Free Workplace, Use of Respect; and Use of PRIDE.

___ 7. The Scope of Work, Section C has been thoroughly reviewed for compliance to the solicitation requirements.

___ 8. The www.myflorida.com website has been checked and any Addenda posted have been completed, signed, and enclosed in the original bid.

___ 9. The original bid must be received, at the location specified, prior to the Bid Opening Date and Time designated in the Invitation to Bid Document.

___ 10. One (1) original signed and sealed bid package marked "Original", one (1) copy of the signed original marked "Copy", one (1) electronic copy of the signed and sealed bid package (on compact disc), and one (1) original, signed **Redacted** sealed bid package electronic copy (on compact disc) must be submitted to DEO in accordance with Section B.6.

___11. On the lower left hand corner of the envelope transmitting your original bid, write in the following information:

Solicitation Number: 19-ITB-001-LAJ

Title: General Contractor for CDBG-DR Program

Bid Opening Date & Time: **September 26, 2018 @ 3:00 PM**

Attachment I
Respondent Qualification Checklist

All respondents are required to provide in their respective bid response proof of each of the following qualifications, along with any supporting documentation or certifications. Any bids missing any of these qualifications will be rejected:

___ Respondent shall be solely responsible for the performance of all contractual obligations that may result from an award based on this solicitation. Respondent shall not be relieved of its obligations for any nonperformance by its subcontractors.

___ Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 35.101 – 36.213, inclusive, and any relevant program specific regulations.

___ Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

1. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
2. Notification of violating facilities pursuant to EO 11738;
3. Protection of wetlands pursuant to EO 11990;
4. Evaluation of flood hazards in floodplains in accordance with EO 11988;
5. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
6. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
7. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
8. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

___ Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

___ Respondent must have been in the residential construction business for a minimum of five years, or the principals/owners must have had a minimum of five years of ownership/executive management experience in a previous company that provided residential construction services;

___ Respondent must hold a current license through Florida's Department of business and Professional Regulations and send a copy in along with proposal (where applicable) issued by any jurisdictions which Respondent states are within the geographical boundaries in which they wish to work; or

___ Respondent must have experience in managing and completing projects of a similar size and nature with respect to disaster recovery;

- ___ Respondent must have experience in achieving compliance and reporting on compliance with state and federal construction laws, regulations, and procedures, including the Davis Bacon Act, and producing the payroll documentation necessary for compliance;
- ___ Respondent must demonstrate the ability to carry residential rehabilitation, reconstruction, and replacement construction projects to completion within 120 days;
- ___ Respondent must demonstrate the ability to, and have experience with, the repair of historic properties and coordination with the Florida Division of Historical Resources;
- ___ Respondent must demonstrate the ability to, and have experience with, lead based paint and asbestos removal and environmental mitigation related to the rehabilitation and reconstruction of residential properties;
- ___ Respondent must develop and maintain a quality control program. Respondent must provide the name and job title of the person responsible for the Respondent's quality control program, as well as a description of the quality control program. A copy of Respondent's quality control manual may be required. The quality control manual will become part of the Contract if your solicitation response is selected.
- ___ The work to be performed under a contract awarded pursuant to this solicitation will utilize funds provided by the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible and consistent with existing state and federal law, opportunities for training and employment be given to lower-income residents in the project area and contracts for work in connection with this project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the program. Respondent must demonstrate the ability to comply with Section 3 requirements and provide reporting necessary to substantiate Section 3 requirements.
- ___ Construction standards will be based on the Florida Building Code and must meet or exceed applicable requirements. Respondent must demonstrate understanding of and ability to comply with Florida Building Code requirements.
- ___ Construction will comply with the Green Building Standard for all new construction of residential buildings and for all replacement of substantially damaged residential buildings (i.e., where repair costs exceed 50 percent of replacement cost) under the Florida Green Building Coalition. Respondent must demonstrate ability to comply with Green Building Standards under the Florida Green Building Coalition requirements.
- ___ For rehabilitation projects, the state will follow the Green Building Retrofit Checklist to the extent applicable to the rehabilitation work undertaken, including the use of mold resistant products when replacing surfaces such as drywall. When older or obsolete products are replaced as part of the rehabilitation work, rehabilitation is required to use ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products and appliances, or other equivalent. Respondent must demonstrate ability to meet Green Building Retrofit Checklist standards when applicable.
- ___ Respondent must demonstrate it has the financial resources to perform and complete the work and to provide all required warranties.
- ___ Respondent must maintain performance and payment bonds in an amount equal to the value of the active construction projects issued under the work order awarded by DEO. DEO will award work orders in different amounts based upon the work that is required. Respondent must provide evidence of the maximum

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performance and payment bonding capacity with the Response, and the form of the bond that shall be executed and produced by the selected Respondent(s) at the time of Project assignment. Respondent must provide evidence of a minimum bonding capacity of Five Million Dollars (\$5,000,000) with the Response. In certain cases, DEO may consider the selection of Respondents who can provide evidence of a maximum performance and payment bonding capacity of not less than Two Million Dollars (\$2,000,000) for a smaller number of projects. In no event shall the bond requirement be for less than one hundred percent (100%) of a Contractor's amount under contract at any given time. All bonds must be issued by a bonding agent with at least an "A" rating, and the bonding companies must be listed in the Department of the Treasury's Listing of Certified Companies.

____ Respondent must demonstrate ability to coordinate with the property owner and his/her family and project manager and/or construction management staff from assignment to obtaining a certificate of occupancy for closing. This includes but is not limited to:

- a. Obtaining all necessary state and local permits and approvals prior to the commencement of the work for each structure;
- b. Utility disconnection and reactivation;
- c. Providing architectural and house plan renderings;
- d. Demolition of damaged interior and exterior materials;
- e. Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos containing materials;
- f. Site preparation;
- g. Foundation leveling, repair, and/or elevation;
- h. Structural damage repair;
- i. Building envelope repair, including:
 - vii. Roof repair or replacement and attendant damage
 - viii. Door and window replacement
 - ix. Siding /veneer repair or replacement
 - x. Mechanical (HVAC), electrical, and plumbing systems repair or replacement
 - xi. Drywall repair or replacement
 - xii. Rough and trim carpentry;
- j. Surface preparation and painting;
- k. Flooring repair or replacement;
- l. Cabinet and appliance replacement;
- m. Lead-based paint, asbestos and mold mitigation;
- n. Specialty construction elements associated with historic properties, including coordination with Florida Division of Historical Resources and other local historic districts and stakeholders;
- o. Wind mitigation and retrofitting measures as may be required;
- p. Specialty construction elements associated with Green Building Construction techniques as required by HUD;
- q. Addressing special needs accessibility requirements;
- r. Construction of new residential structures including 2, 3, and 4-bedroom floor plans in accordance with all applicable local and state codes and standards as well as the specified Green Building Standard; and
- s. Conducting close-outs for each project, which may include obtaining certificate(s) of occupancy from applicable state and local authorities.

**ATTACHMENT X
LIST OF SUBCONTRACTORS**

Each Respondent shall submit with its bid a list of the subcontractors who will perform work under the contract(s) that result from this solicitation. The Respondent shall have determined to its complete satisfaction that a listed subcontractor has been successfully engaged in _____ as required by this solicitation and is qualified to provide the services for which it is listed.

In the event that no subcontractor will be used, this list shall be returned indicating "No subcontractors will be used."

NO SUBCONTRACTORS WILL BE USED:

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

Respondent Name: _____

Date: _____

*Authorized Representative's Signature

*Typed Name and Title of Authorized Representative

*This individual must have the authority to bind the respondent.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**ATTACHMENT J
QUESTIONS SUBMITTAL FORM**

Respondents shall complete the form provided based on their questions relating to this ITB. The completed form shall be submitted in accordance with the instructions provided in Section B.9. The electronic bid must be submitted in a Microsoft Word file format. This form may be expanded as needed to facilitate response to this requirement.

Respondent's Name: _____

Respondent Question Number*	ITB Page Number, Section Number, Subsection Reference*	Question*
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*Add rows as necessary.

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

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**ATTACHMENT K
PRINCIPLE PLACE OF BUSINESS AND FOREIGN STATE PREFERENCE FORM**

For Invitation-to-Bid-Commodity

Bid Number: _____

Title: _____

Pursuant to Section 287.084, Florida Statutes, relating to the Florida-based business preference, effective July 1, 2012:

In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

Note: The Vendor is required to complete and submit this form with their bid to be considered for this preference.

Vendor Name: _____

Vendor ID: _____

The Vendor (does _____) (does not _____) have a principal place of business located in the State of Florida.

If so, please provide an address:

Note: A vendor whose principal place of business is outside this state of Florida must accompany any written bid documents with a written opinion of an attorney of law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

Authorized Signature: _____

Title: _____

Date: _____