



DEPARTMENT OF ECONOMIC OPPORTUNITY
INVITATION TO BID

Solicitation Acknowledgement Form

Page <u>1</u> of <u>52</u> pages	SUBMIT BID TO:		
AGENCY RELEASE DATE: <u>02/04/2020</u>	Department of Economic Opportunity Purchasing Office 107 East Madison Street, B-047 Tallahassee, Florida 32399-4128 Telephone Number: 850-245-7455		
SOLICITATION TITLE: General / Residential Contractors for CDBG-DR Program		SOLICITATION NO: 20-ITB-001-WM	
BIDS WILL BE OPENED: 02/24/2020 at 3:00 PM and may not be withdrawn within 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:		_____ * Authorized Representative's Signature _____ * Typed Name and Title of Authorized Representative *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:	

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.

<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 ITB to the extent they are not otherwise modified herein. This document should not be returned with the Response.

<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	20-ITB-001-WM
B.2	Solicitation Type	Invitation to Bid (ITB)
B.3	Program Office	Office of Disaster Recovery
B.4	Issuing Office	Winston McGriff/Purchasing Analyst Vincent McKenzie/Purchasing Manager Purchasing Office 107 East Madison Street, B-047 Tallahassee, Florida 32399 (850) 245-7467/(850) 245-7463 Winston.Mcgriff@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.

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	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	02/04/2020
2.	Technical Questions due from prospective Respondents (Only email inquiries will be accepted.)	02/11/2020 @ 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	02/14/2020
4.	Bids Due and Opened 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399	02/24/2020 @ 3:00 PM
5.	Anticipated Posting of Notice of Intent to Award	03/06/2020

Addenda or clarifications to this ITB will be posted on the Florida Vendor Bid System (VBS). **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 Winston McGriff and Vincent McKenzie at winston.mcgriff@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 emails to the procurement officer should contain the solicitation number in the subject line of the email. All questions and/or changes to the solicitation will be posted on the Department of Management Services (DMS) 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 questions should be submitted in the format included in *Attachment J – Technical Questions Submittal Form*.

Each Respondent shall be responsible for 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 the Department 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.

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 Purchasing Office, 107 East Madison Street, 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 submissions 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 in accordance with the requirements of Section B.35 and B.38 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), which include the following required attachments:
1. DEO Solicitation Acknowledgement Form
 2. Attachment A – Reference Form (Must Include Previous CDBG-DR Experience)
 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 G – Evaluation of Past Performance
 9. Attachment H – Bid Checklist
 10. Attachment I – List of Contractors
 11. Attachment K – Principle Place of Business and Foreign State Preferences Form
 12. Attachment L – Respondent Qualification Checklist
 13. Statement of Bond ability (\$5 Million Dollars)
 14. Financial Statement (\$1.5 Million Cash/ Credit)
 15. Business Plan (Displaying Capacity/Availability of Local Representative)
- C. 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-responsive if past performance or 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

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

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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 the Department 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 the Department 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.

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, 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

The Department of Economic Opportunity (DEO) is requesting bids from highly qualified construction contractors to create a pool of contractors to perform rehabilitation and reconstruction of single-family and multi-family residential structures in compliance with local, Federal, and State statutory requirements for grants under the United States Department of Housing and Urban Development ("HUD") Community Development Block Grant Disaster Recovery ("CDBG-DR") program for the 2017 Florida event, Hurricane Irma, and future CDBG-DR allocations (the "Disasters") within the contract period. DEO intends to issue multiple Indefinite Delivery/Indefinite Quantity (IDIQ) contracts to the pool of contractors to perform the services requested under this Solicitation. DEO shall conduct an initial equal assignment of Project Bundles (for example 10 Projects) to each qualified contractor in the contractor pool created from this solicitation. DEO will monitor and evaluate the performance of each contractor with respect to the initial Project Bundle assignment. DEO will assign subsequent Projects to contractors, directly or through a third-party, based upon the contractors' demonstrated capacity, capability, and performance on the initial Project Bundle. Respondents to this Solicitation must demonstrate the ability to complete assigned construction projects within the contracted time (not to exceed 50 or 80 days, as applicable) to reduce potential hazards to public welfare and safety. Unless otherwise specified in an applicable CDBG-DR Hurricane State Action Plan, the maximum amount of expenditure for each home is \$350,000.00. All work shall be performed in accordance with the Scope of Work contained in Section C.

Only contractors that respond to this solicitation and that meet the qualifications set forth herein will be included in the pool of contractors. Contractors that are part of a pool of contractors created by previous solicitations are not automatically included in the pool that will be created by this solicitation; such contractors must apply to this solicitation and meet the qualifications set forth herein to be included in the pool of contractors created by this solicitation.

B.19 Number of Awards

DEO anticipates the issuance of multiple awards for services under this solicitation. DEO reserves the right to issue multiple contracts if doing so is believed to be advantageous to DEO and the State of Florida. DEO shall determine whether multiple contracts will be issued.

B.20 Contract Period

The contract period is expected to begin upon execution and remain in effect for a period of thirty-six (36) months. The selected Contractor(s) will be expected to be able to assume the responsibilities outlined herein within thirty (30) days of contract execution.

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B.21 Contract Renewal

DEO reserves the right to renew the contract resulting from this solicitation. Renewal of this contract shall be in writing and shall be subject to the terms and conditions set forth in the existing contract. Renewal shall be limited to an additional term not to exceed three (3) years. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

Any contract resulting from this ITB will have a duration of three (3) years. No contract/amendment shall be valid, nor shall the state be bound by the contract/amendment, until it has first been executed by the head of the agency, or his/her designee, the contractor and has been approved in writing by DEO. Total contract term, with extensions, shall not exceed three (3) years.

B.22 Type of Contract Contemplated *(This section supersedes Section A, PUR 1000, Condition #2, Purchase Order), only if the Contract award is equal to or greater than \$65,000)*

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, may be obtained by contacting DEO's Purchasing Office 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 responsible bidders if the contract is not executed within thirty (30) days after the announcement of an award and may proceed to award the contract to other responsible bidders.

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 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

1. Contractor's Commercial General Liability Insurance:

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S., Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2. Workers' Compensation and Employer's Liability Insurance:

Contractor, at all times during the Contract, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

3. Other Insurance:

During the Contract term, Contractor shall maintain any other insurance as required in Section C, Scope of Work.

The Contractor(s) 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, Contractor shall provide adequate insurance, satisfactory to DEO, for the protection of its employees not otherwise protected.

The Contractor(s) 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.

The selected Contractors' 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(s) 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: http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/requirements_for_vendor_registration. 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
72110000	Residential building construction services
72111000	Single family dwelling construction services
72111001	Single family home remodeling addition and repair service
72111002	Single family home general remodeling service
72111005	Single family home fire damage repair service
72111006	Single family home new construction service
72111007	Single family prefabricated home erection service
72111008	Single family new town home or garden home construction service
72111100	Multiple unit dwelling construction services
72111101	New apartment building construction service
72111106	Apartment remodeling service

A list of Commodity Codes can be found here:

http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/current_projects/myfloridamarketplace_commodity_code_standardization_project. If you need assistance, the purchasing office can help.

System for Award Management (SAM)

Prior to entering into a contract with DEO, the selected Respondent must be registered in the System for Award Management (SAM). This is required for vendors doing business with the State of Florida on federally funded programs. The Rebuild Florida program is federally funded. To register in SAM, please visit <https://www.sam.gov/SAM/>

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 Diversity

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.31 Contractors and Subcontractors

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. 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.7 of this ITB.

B.32 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 required to be performed under the contract resulting from this solicitation. The selected Respondents be required to provide written notification to DEO within (5) working 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.33 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.

B.34 Most Favored State Status *(This section does not apply to this solicitation)*

B.35 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

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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." **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.**

B.36 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.37 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 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 email 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.38 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 and, 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.39 Business Plan

Respondent must submit a detailed business plan outlining (1) state and regional operations, (2) level of project capacity (including their financial capacity evidenced by available cash or cash equivalents sufficient to finish at least ten \$150,000 projects, from start to finish without relying on Program funds to float construction projects), (3) ability to obtain necessary supplies, materials, and labor, (4) and the availability of local staff to be physically present for a minimum of 2- 8 hour working days per week within the Office of Disaster Recovery's Tallahassee office.

B.40 Past Performance References

In the spaces provided on Attachment A, the Respondent **must** list 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). The Respondent's work for the clients listed must be for work similar in nature to that specified in this solicitation. Respondent must have a minimum of three years' experience in the rehabilitation, reconstruction, and new construction of residential housing; confidential clients **shall not** be included. **Do not list DEO as a client reference.**

The same client may not be listed for more than one (1) reference (for example, if the Respondent has completed a project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed because the client, the Florida Department of Transportation, is the same).

Firms that are currently parent or subsidiary companies to the Respondent will not be accepted as Past Performance references under this solicitation.

In the event that the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at the time the work was performed must be given at the end of the project description for that reference, on Attachment A.

In the event that Respondents submit a bid as a joint venture, at least one (1) past performance client must be listed for each member of the joint venture. However, the total number of clients to be listed remains three (3).

References should be available to be contacted during normal working hours.

Failure to provide the required information for three (3) separate and verifiable clients in the spaces provided on Attachment A or failure to provide the required information for each reference shall result in the Respondents bid being deemed non-responsive and therefore, rejected.

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. 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 Award

Award(s) will be determined by the respondents meeting requirements and qualifications as indicated in Sections B.13, C.7, and Attachment L. Clarification discussions, at the DEO’s sole option, may be conducted with Respondents who submit Solicitation Responses determined to be acceptable and competitive. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of the Solicitation Responses. Such revisions may be permitted after submission and prior to award. In conducting discussions, there shall be no disclosure by the DEO of any information derived from the Solicitation Responses submitted by competing Respondents. It is the intent of the DEO to award multiple contracts under this Solicitation. Award notice(s) will be sent to the selected Respondents. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Executive Director of the DEO. Final contract amounts may be subject to negotiation between the DEO and the selected Respondents. Final contract amounts must provide the best value for the state, considering the effect of the purchase on agency productivity and all other best value factors described herein.

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

If the Respondent fails to meet the qualification requirements as outlined, DEO shall disqualify the Respondent from further consideration.

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.

A printed copy of DEO's intended award decision will be posted for 72 hours in the Purchasing Office, Room B-047 Caldwell Building, locate at 107 E. Madison Street, Tallahassee, Florida, and on the Vendor Bid system at the following website URL address:

http://vbs.dms.state.fl.us/vbs/search.criteria_form.

A copy will also be available upon written request to the Purchasing Office. Telephone requests will NOT be accepted. Written requests must be submitted via email only and must reference the solicitation title and number in the subject line.

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 Core Contract (Section D),
3. Special Instructions for the Preparation and Submission of Bids (Section B),
4. General Conditions (PUR 1000),
5. General Instructions to Respondents (PUR 1001), and
6. Respondent's Bid.

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

Each visitor to the Caldwell Building is required to sign in and obtain a visitor's pass at the security desk on the first floor, or the security desk at the loading dock entrance. Please allow enough time to obtain a visitor's pass if hand delivering your bid to the Purchasing Office. The official date and time of receipt is the date and time the bid is stamped as received by the Purchasing Office.

B.47 Employment of DEO Personnel

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, 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 Department of Management Services, Division of State Technology (DST) *(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 project total exceeds \$100,000, unless such requirement has been waived in accordance with Rule 60D-5.0041, F.A.C., the Respondent must provide proof of completed permit application, if required by the municipality and 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.

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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. 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 Contractor, its employees, and permitted subcontractors 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:

- a. 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.
- b. 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.
- c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- d. 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.
- e. 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	Required
\$	UP	To	Holder's Rating	Financial Rating
		1,000,000	A-	CLASS I
1,000,000		2,000,000	A-	CLASS II
2,000,000		5,000,000	A-	CLASS III
5,000,000		10,000,000	A-	CLASS IV
10,000,000		25,000,000	A-	CLASS V
25,000,000		50,000,000	A-	CLASS VI
50,000,000		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:

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(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

- **Awardee:** Any individual who applies and has been approved to receive assistance under the Rebuild Florida Housing Repair and Replacement Program.
- **Bid:** The offer extended to DEO in response to an Invitation to Bid.
- **CDBG-DR:** The Community Development Block Grant- Disaster Recovery Program
- **Completed Project:** A Project for which all work has been completed in accordance with the statement of work and task assignment; a Substantial Completion inspection has been completed; and all items identified on the punch list have been corrected and signed off on by the Project Manager.
- **Construction Budget:** The amount of money allotted for a specific project. It shall not exceed \$150,000, except as may be expressly provided for in the Statement of Work for an individual Project.
- **Construction Services:** All services related to the repair, reconstruction, or replacement of a property.
- **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.
- **Contract Manager:** The person designated by DEO 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. The Contract Manager serves as the liaison between DEO and the Contractor regarding performance issues contained in the Contract. For the purposes of this solicitation, the DEO Contract Manager will request quotes on projects from the Contractors. The DEO Contract Manager will notify the Contractor of Notice to Proceed (NTP) and Notice to Begin Construction.
- **Contractor:** The person or entity that enters into a Contract to sell commodities or contractual services to DEO. As used in this solicitation the term includes subcontractors used as agents or representatives of the Contractor with the Contractor having primary responsibility for its subcontractors.
- **Contractor Personnel:** Persons directly employed by the Contractor or its subcontractors.
- **DEO:** Department of Economic Opportunity (DEO), including vendors contracted with by the Florida Department of Economic Opportunity for providing CDBG-DR housing repair administrative services.

- DEO Task Assignment Notification Form: a signed commitment between DEO and the contractor, wherein DEO accepts the contractor’s request for quote of the specified property response to requests for quotes on specific projects. Contractor will sign the task assignment and wait for DEO to issue a notice to proceed.
- Department Business Hours: Typically 8:00 A.M. through 5:00 P.M., Monday through Friday, during which time DEO conducts routine business.
- Department Non-Business Hours: Typically holidays, weekends, and night time frames in which DEO is closed to conducting routine business.
- 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.
 - New Year’s Day
 - Martin Luther King, Jr. Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran’s Day
 - Thanksgiving Day and the following day
 - Christmas Day
- Fifty Percent (50%) inspection: Fifty Percent for the purpose of this contact means the inspection is conducted when Contractor has completed half of the tasks on the Task Assignment Notification Form. For repair and rehabilitation projects, Contractor will have 50 days to complete the project; The Fifty Percent Inspection on repair and rehabilitation projects will be conducted on the 25th day following the Notice to Start Construction. For reconstruction projects or projects requiring architectural services or elevation, Contractor will have 80 days to complete the project; The Fifty Percent Inspection on reconstructions projects will be conducted on the 40th day following the Notice to Start Construction. There is no Fifty Percent inspection on the replacement of an MHU, if the replacement is an MHU. If the replacement is a modular home, the timeframe for completion is 80 days and the Fifty Percent Inspection will be completed on the 40th day following the Notice to Start Construction.
- Housing Repair and Replacement Program (HRRP): Rebuild Florida’s Housing Repair and Replacement Program
- Individual Project Contracts: Contracts awarded to each contractor per awarded property.
- Invoice: Contractor’s itemized document stating prices and quantities of goods and/or services delivered, and sent to DEO for verification and payment.

Mobile/Manufactured Housing Unit (MHU): A structure, transportable in one or more sections which, in the traveling mode is 8 body-feet or more in width, or 40 body-feet or more in length, or when erected on site, is at least 320 square feet, and which is built on a permanent chassis and is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes

the plumbing, heating, air-conditioning and electrical systems contained therein. Sometimes referred to as mobile homes.

- **Modular Housing:** A home built in sections in a factory to meet state, local or regional building codes. Once assembled, the modular unit becomes permanently fixed to one site. The HRRP will treat modular homes as traditional, site or stick-built construction.
- **Notice to Start Construction (NTC):** Written communication from DEO to Contractor to begin construction on a project after Contractor has completed the tasks assigned in the NTP and DEO approves all tasks pre-construction activities such as completion of administrative assignment procedures.; Pre-construction activities include, but may not be limited to, completion of administrative assignment procedures; the Awardee belongings have been removed from the home (if necessary); the Contractor obtained all necessary permits; and utilities have been terminated (if applicable).
- **Notice to Proceed (NTP):** Written communication from DEO to Contractor to begin all administrative assignment procedures; the Awardee belongings are removed from the home (if necessary); the Contractor obtains necessary permits; and utilities are terminated (if applicable)
- **Permitting Authority:** The applicable unit of local government having authority to issue permits for the Project.
- **Punch List:** The list of items identified during the substantial completion inspection of a project which must be corrected before it may be declared 100% completed.
- **Premise(s):** The entire Department of Economic Opportunity property identified by DEO's Project Manager (or the DEO Project Manager's designee) and any other property that may be added to or deemed part of the Contract agreement.
- **Project:** Individual housing repair, reconstruction or replacement construction services.
- **Project Manager:** DEO Project Manager will act as a communication liaison with the Awardee and Contractor. DEO Project Manager will be Contractor's point of contact to request inspections.
- **Reconstruction:** The demolition, removal, and disposal of an existing housing unit and the replacement of that unit on the same lot, and within the same footprint, with a new unit that complies with the International Residential Codes (IRC), as required by the Florida Building Code.
- **Repair:** Non-emergency repair or renovation of a limited, specified area or portion of a housing unit. Repair includes bringing rehabilitated portions of properties into compliance with local building codes, and the entire structure into compliance with HUD Minimum Property Standards (MPS) (or applicable Building Code being enforced) and Housing Quality Standards (HQS) including compliance with Section 31 of the Federal Fire Prevention Control Act of 1974 and local building codes and standards.
- **Replacement:** The demolition and removal of a modular or manufactured housing unit followed by the replacement of that unit on the same lot, and within the same footprint as the original unit.
- **Respondent:** The person or entity submitting a bid in response to an Invitation to Bid.

- **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.
- **Responsive Bid:** A response submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- **Responsive Vendor:** A vendor that has submitted a response, proposal, or reply that conforms in all material respects to the solicitation.
- **Subcontractor:** A person or entity contracting to perform part or another's entire contract, upon DEO approval.
- **Substantial Completion or 100 Percent Inspection:** Substantial Completion for this contract means the inspection is conducted when Contractor has completed all tasks on the Task Assignment Notification Form and the unaddressed items discovered during the inspection shall be added to a punch list created from the Substantial Completion Inspection for correction.
- **Vendor:** A person or entity that sells or offers to sell commodities or contractual services.
- **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.
- **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

C.1 Purpose/Description

The State of Florida Department of Economic Opportunity (DEO), is requesting sealed bids from qualified Contractors to make site assessments and repairs that are needed for an Awardee 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 contractor's oversight and supervision, all labor and associated hardware and materials, required permits, drawings, and equipment necessary to repair assigned homes. Unless otherwise specified in an applicable Plan, the maximum amount of expenditure for each home is \$350,000.00.

The selected Contractor(s) will perform, or cause to be performed, rehabilitation, or reconstruction of residential construction projects (the "Project") for the CDBG-DR program. Respondent must demonstrate the ability to provide services in some or all the regions specified in Section C.2 of this Solicitation. These terms and conditions are subject to change prior to the execution of any contract that may result from this Solicitation.

C.2 Background/Overview:

REGIONAL SERVICE AREAS:

NORTH WEST REGION: Bay, Calhoun, Columbia, Dixie, Escambia, Franklin, Gadsden, Gulf, Hamilton, Holmes, Jackson, Jefferson, Lafayette, Leon, Liberty, Madison, Okaloosa, Santa Rosa, Suwannee, Taylor, Wakulla, Walton, and Washington Counties.

NORTH EAST REGION: Alachua, Baker, Bradford, Citrus, Clay, Duval, Flagler, Gilchrist, Hernando, Lake, Levy, Marion, Nassau, Putnam, St. Johns, Sumter, Union, and Volusia Counties.

CENTRAL REGION: Brevard, Desoto, Hardee, Highlands, Hillsborough, Manatee, Orange, Osceola, Pasco, Pinellas, Polk, Sarasota, and Seminole Counties.

SOUTH REGION: Broward, Charlotte, Collier, Dade, Glades, Hendry, Indian River, Lee, Martin, Monroe, Okeechobee, Palm Beach, and St. Lucie Counties.

BACKGROUND OVERVIEW: Typical projects may include, but are not limited to: new building construction, general site work, 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).

DEO will establish a pool of qualified contractors for each region of the state. Projects will be awarded as described below. DEO reserves the right to award Projects to another qualified regional Contractor under certain circumstances, including but not limited to, the following: 1.) The awarded contractor is non-responsive after multiple attempts to maintain communication; 2.) The awarded contractor does not begin the contracted services within fifteen (15) calendar days of a DEO prescribed project start date; or 3) The awarded contractor no longer

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meets the minimum requirements to participate in the Rebuild Florida program. There is no work guaranteed to any Respondent as a result of being selected and placed under a Contract entered pursuant to this procurement.

HOUSING PROJECTS AWARD PROCEDURES:

DEO shall use the following process to award home repair/replacement construction:

- DEO will establish a qualified Project by creating a Statement of Work based on an Awardee eligibility determination and site assessment. The Statement of Work shall include an itemized listing of all services to be provided by a contractor for each Project. The services shall include the provision of construction oversight and supervision, all labor and associated hardware and materials, acquisition of required permits, drawings, and equipment necessary to repair or replace homes that have been selected to receive assistance.
- DEO intends to conduct an initial equal award of Project Bundles to each qualified contractor in the contractor pool created from this solicitation (for example, each contractor in each region will be awarded 10 Projects). DEO may bundle as many as 200 projects in a single Project Bundle. DEO will monitor and evaluate the performance of each contractor with respect to the initial Project Bundle award. DEO will award subsequent Projects to contractors, directly or through a third-party, based upon the contractors' demonstrated capacity, capability, and performance on the initial Project Bundle.
- In order to accept awarded Projects, the contractor must sign and return the Task Assignment Notification Form provided by DEO.
- Projects awarded will be subject to the following completion deadlines, unless DEO identifies a different time in the Statement of Work or if the contractor and DEO agree on a different timeline in writing:
 1. Reconstruction: 80 days from the issuance of the Notice to Start Construction;
 2. Repair/rehabilitation: 50 days from the issuance of the Notice to Start Construction;
 3. Replacement: 30 days from the issuance of the Notice to Start Construction.

Once a Project is awarded to a Contractor, the following process shall govern how construction services will be performed and compensated.

- For each Project awarded, DEO and the selected contractor will sign the DEO Task Assignment Notification Form, which incorporates the Project's Statement of Work. Contractor will then wait for DEO to provide a Notice to Proceed (NTP), which will authorize pre-construction activities. Pre-construction activities include obtaining all necessary permits, ensuring the Awardee's belongings are removed from the home (if necessary), and terminating utilities (if applicable). DEO's Project Manager will notify the Awardee to move out of the home and terminate utilities, as necessary.
- Unless DEO identifies a different time in the Statement of Work or if the contractor and DEO agree on a different timeline in writing, pre-construction activities that must be completed prior to the issuance of the Notice to Start Construction, must be completed within 45 days.
- Contractor must secure and provide to the DEO Project and Contract Managers proof of performance and payment bonds within ten business days of execution of the NTP.
- DEO will review necessary pre-construction activities and authorize the contractor to begin construction by

written notice. Construction projects, other than projects requiring architectural services or evaluation shall be completed within the following timeframes, unless DEO sets forth a different time for completion in the Project's Statement of Work or if the contractor and DEO agree on a different timeline in writing:

1. Reconstruction: 80 days from the issuance of the Notice to Start Construction;
2. Repair/rehabilitation: 50 days from the issuance of the Notice to Start Construction;
3. Replacement: 30 days from the issuance of the Notice to Start Construction.

- Upon Contractor's completion of 50 percent of the Project's compensable construction services, Contractor shall provide DEO's Project Manager and Contract Manager written notice of same. DEO Project Manager will then conduct a 50 percent inspection. If the inspection fails, Contractor must correct any deficiencies in anticipation of the Substantial Completion Inspection. DEO conducts construction inspections on all files in which a Notice to Start Construction has been issued and a 50 percent construction inspection has not been requested within the required number of days from the issuance of the Notice to Start Construction. In the event that the contractor has not completed 50% of the project as identified in the 50% inspection, the contractor may not invoice for any aspect of the project until passing the Substantial Completion Inspection. If the contractor requests and passes the 50 percent inspection or has completed 50% of the project within the required number of days from the issuance of the Notice to Start Construction, including any additional clearances required, the contractor may submit its 50 percent invoice package with all required documentation. Upon successful completion of the 50 percent invoice package review, payment will be issued to the Contractor, less a retainage of 10 percent. This process is applicable to Single-family and Multifamily projects.
- Once Contractor has completed all construction required by the Task Assignment Notification Form, Contractor will request a Substantial Completion inspection to guarantee that all work has been satisfactorily completed according to the appropriate state and local codes and standards and accepted by all appropriate building code enforcement and Third-Party Inspectors, and that the unit meets all housing standards.
- During the Substantial Completion inspection, Contractor, will develop a punch list, which DEO will review and in its sole discretion approve, comprised of a listing of items, written as specifications, which constitute the remaining work necessary to complete the Project. The punch list will represent work not performed satisfactorily and work yet to be done, not additional work over and above the original or amended Task Assignment Notification Form. Once the punch list has been approved, no other separate work items are expected of Contractor. If the punch list contains more than ten (10) items, Contractor shall be deemed not ready for inspection, and subject to a re-inspection where a new punch list will be prepared. For each re-inspection required after the Substantial Completion Inspection, a fee not to exceed \$225 shall be assessed for each individual unit requiring an inspection.
- This inspection 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.
- Contractor must provide all warranties prior to the inspector signing a Substantial Completion inspection form. Photographs will be taken for documentation purposes. At this time, the Awardee will be provided all instruction booklets and warranty information.
- The Substantial Completion inspection may at DEO's sole discretion include a follow-up walk through by the Contractor and Project Manager to ensure the punch list is completed to DEO's satisfaction.

- Upon passing the inspection, including any additional follow-ups required, Contractor may submit its final invoice package with all required documentation. Upon successful completion of the final invoice package review, payment will be issued to the Contractor.

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 the Contract. The Contractor and any of their employees, while performing work for the State, shall maintain a professional work ethic.

In the event the 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 Contracts.

C.3 Method of Payment/Invoice

Payment shall be made in accordance with sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payment by State agencies. DEO is responsible for all payments under this Contract.

Invoices shall contain the Contract number, purchase order number, date, period in which work was performed, an amount, name, address and the appropriate Federal Identification Number (FEID). The State may require any other information from the 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, for all items, throughout the term of the Contract. 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 invoicing for overhead and profit shall not exceed 30% of the overall individual project total. DEO will not compensate Contractor for overhead and profit exceeding 30% of the overall individual project total.

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. All supporting documentation for vendor payments;
- d. Photographs of the project in progress and completed work; and
- e. Proof of payment.

C.3.1 Single Family & Multi-Family Project Inspections - Upon passing the 50 percent and Substantial Completion inspection, including any additional clearance required, Contractor shall submit 50 percent draw request documents, including invoices, to DEO. Upon passing the 50 percent draw review, the first payment will be issued to the Contractor, less a retainage of 10 percent.

DEO conducts construction inspections on all files in which a notice to start construction has been issued and a construction inspection has not been requested within the required number of days from the issuance of the notice to start construction. In the event that the contractor has not completed 50% of the project as identified in the 50 percent inspection, the contractor may not invoice for any aspect of the project until passing the Substantial Completion Inspection. This process is applicable to Single-family and Multifamily projects.

C.4 Staffing and Staffing Changes

Respondents must provide a key staffing profile and résumés for staff that will be responsible for the performance of the services requested under this solicitation. Respondents must designate a dedicated construction lead who will be knowledgeable about all Projects and Project bundles awarded to Respondent. Construction Leads will be required to maintain office hours within the Florida Department of Economic Opportunity’s Office of Disaster Recovery two days per week. The dedicated construction lead will be required to provide detailed weekly project updates to DEO. Staff members listed in the Key Staffing Profile who are independent contractors and not employees of Respondent may also qualify as subcontractors. Respondent shall use only licensed subcontractors as required by the State of Florida.

C.5 Background Screening

Contractor will be responsible for obtaining and providing Level One (1), or equivalent, written background checks from Florida Department of Law Enforcement (FDLE) on all employees and substitute(s) that will work in DEO’s building. This documentation must be provided to 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. Contractor may access 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 – Pre-Construction and Construction Activities		
Tasks	Performance Measures	Financial Consequences
Contractor shall complete activities as listed in a Scope of Work and in accordance with the executed DEO Task Assignment Notification Form and DEO approved NTP and Notice to Start Construction (NTC).	<p>Contractor shall complete Project pre-construction task as evidenced by the issuance of a Notice to Start Construction.</p> <p>Contractor shall be reimbursed upon 50% and 100% completion of one (1) Project as evidenced by submission of the following:</p> <ul style="list-style-type: none"> • 50% completion – Completed AIA forms G702 and G703, or their substantive equivalent, signed by a licensed 	<p>Failure to complete Project pre-construction tasks within established timeframes shall result in Contractor being penalized \$150 per day until such time as Contractor completes the Project pre-construction tasks.</p> <p>Failure to pass the 50% inspection conducted within the required timeframe from the issuance of the Notice to Start</p>

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	<p>professional certifying to the percentage of project completion and photographs of project in progress</p> <ul style="list-style-type: none"> • 100% completion - Completed AIA forms G702 and G703, or their substantive equivalent, signed by a licensed professional certifying to the percentage of project completion; photographs of the completed project; and copy of the Certificate of Occupancy. • Invoice package in accordance with Section C.3., and Section 7 of the applicable Scope of Work. 	<p>Construction shall result in the Contractor's forfeiture of their right to invoice for 50% payment.</p> <p>Failure to pass the Substantial Completion inspection shall result in reduction of payment of \$225 for costs associated with performance of a re-inspection for each individual unit requiring an inspection.</p> <p>Failure to complete a Project (including passing a Substantial Completion inspection) within the required timeframe shall result in a reduction of payment by 10% of the total final project cost for each 30-day period beyond the required timeframe (e.g. 1-30 day = 10%; 31-60 = 20%; etc.).</p> <p>Failure to complete a noted deficiency in a task after the first notification will result in a financial consequence in the amount of \$5,000.00 for each task deficiency not completed/corrected for the 50% or 100% inspection.</p>
Deliverable total determined by the cumulative cost of all DEO Task Assignment Notification Forms		

C.7 Contractor Responsibilities

1. Provide site assessment and construction services on a continuing basis 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, 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 Awardee and Awardee's 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. Timely obtaining all necessary state and local permits and approvals prior to the commencement of the work for each structure;

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- 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:
 - 1) Roof repair or replacement and attendant damage
 - 2) Door and window replacement
 - 3) Siding /veneer repair or replacement
 - 4) Mechanical (HVAC), electrical, and plumbing systems repair or replacement
 - 5) Drywall repair or replacement
 - 6) 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.
3. All Contractors must ensure compliance with Davis Bacon Act.
 4. All Contractors and Subcontractors must comply with [Federal Register No. FR-6066-N-01](#) and [Federal Register No. FR-6109-N-01](#).
 5. All Contractors and subcontractors must ensure building plans and materials are compliant with National Flood Insurance Program (NFIP) (elevation) standards for each parcel.
 6. 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.
 7. 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.
 8. 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.

9. 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;
 - 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.
10. All Contractors and subcontractors must secure and provide proof of performance and payment bonds by site for each Project in excess of \$100,000 within ten (10) business days of execution of the DEO Task Assignment Notification Form. Failure to do so may result in termination of the DEO Task Assignment Notification Form.
11. 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.
12. 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.
13. 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.
14. 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.
15. Contractor and subcontractors will be responsible for determining utility needs, providing sanitary facilities and safely operating equipment on site and obtaining any required permits.
16. Contractor and subcontractors are required to attend pre-construction meeting(s) with the Awardee and a Project Manager assigned by DEO or DEO's designee
17. All work performed by Contractor will be guaranteed for the following periods:
 - 1 Year – general warranty for repairs;
 - 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 Substantial Completion inspection, the assisted Awardee 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 Awardee 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.

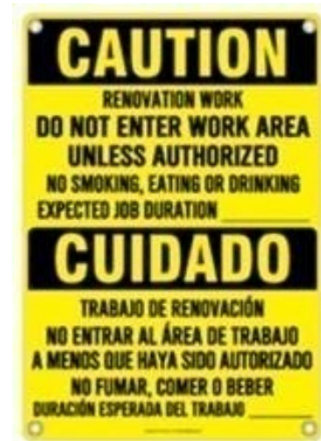
18. Contractor will communicate directly with the DEO assigned project manager for each property. Contractor will provide status reports to the project manager. This information will be relayed to the Awardee from the project manager. Contractor must be able to provide a written status report upon request 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.
20. The Contractor shall provide for each of the following activities as part of the Construction Phase:
 - a. Maintain a log of daily activities, including manpower/labor records, weather, delays, major decisions.
 - b. Maintain a roster of sub-contractors on the Project with names and telephone numbers of principal personnel.
 - c. Establish and enforce job rules governing parking, clean up, use of facilities, and worker discipline.
 - d. Provide labor relations management.
 - e. Provide for safety requirements to meet OSHA requirements. Monitor for sub-contractor compliance in accordance with industry best acceptable practices.
 - f. Contractors must adhere to all program guidelines and direction as given by Attachment 1, Scope of Work and Rebuild Florida Housing Repair and Replacement Program Guidelines.
21. Contractor shall maintain sufficient off-site support staff and competent staff at the Project site authorized on behalf of the Contractor to coordinate, inspect, and provide general direction of the work and progress of any sub-contractors.
22. Contractor represents and warrants the financial capacity information submitted to DEO is true, complete and correct in all material respects, that Contractor will only agree to begin work on Project bundles that Contractor is able to support financially, will provide DEO with certifications and such information as DEO determines is reasonably necessary to assess Contractor's financial capacity throughout the term of the Contract, has and will maintain access to a minimum of one million five hundred thousand dollars in cash or cash equivalents, will promptly inform DEO in writing of any materially adverse change to Contractor's financial condition.
22. Contractor expressly acknowledges and agrees that DEO may restrict or revoke Contractor's ability to receive Project bundles if DEO in its sole discretion determines Contractor has failed to meet an obligation under the Contract, including without limitation, maintenance of a financial condition acceptable to DEO, timely performance of pre-construction activities, failure to timely and appropriately respond to DEO inquiries, and failure to maintain adequate progress on any assigned Project.

C.7.1 Lead-based paint disturbance and mitigation

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Contractors must ensure the following minimum requirements are met at all times when working on pre-1978 housing units 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

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



Example Signage

C.7.2 Rehabilitation and Reconstruction Progress Inspections

DEO conducts construction inspections on all files in which a notice to start construction has been issued and a construction inspection has not been requested by the contractor within the following timeframes:

- 1) If a reconstruction – 40 days (50% Completion Inspection) and/or 80 days (Substantial Completion / 100% Completion Inspection) of notice to start construction; and

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- 2) All other projects – 25 days (50% Completion Inspection) and/or 50 days (Substantial Completion / 100% Completion Inspection) of notice to start construction.

C.7.3 Substantial Completion inspection and Warranty Information

Once Contractor has completed all construction required by the Task Assignment Notification Form, Contractor will request a Substantial Completion inspection 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 housing unit meets the housing standards. The Substantial Completion inspection 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 Substantial Completion inspection, Contractor will develop the punch list, which an HRRP inspector may, in their sole discretion approve, although Contractor and the assisted Awardee prior to the Substantial Completion 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 approved, no other work items are expected of Contractor. If the punch list contains more than ten (10) items, Contractor is not ready for a Substantial Completion inspection.

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

C.7.4 Re-inspections

In the event DEO 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, in an amount not to exceed \$225 per re-inspection, may be assessed and will be the responsibility of Contractor. Re-inspections will only be conducted as a result of a failed Substantial Completion Inspection.

C.8 DEO's Responsibilities

1. Designate a Contract Manager who will issue requests for quotes on qualified Projects; award Projects; issue Notices to Proceed and Notices to Begin Construction; and be Contractor's point of contact for invoicing, in accordance with this Scope of Work.
2. Designate a Project Manager who will develop qualified Projects; conduct inspections as requested; and act as a communication liaison with Awardees and Contractors, in accordance with this Scope of Work.
3. DEO's Contract Manager and project manager will provide on-going training and technical assistance as needed to Contractor. DEO's monitoring until will provide yearly on-site visits to review each Contractor's work pursuant to this Contract.
4. Assign a Contract Manager to manage the Contract.
5. Ensure the DEO Contract Manager and Project Manager provide information to Contractor as required.
6. Provide Contractor Notice to Proceed and Notice to Start construction.
7. 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

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- manager per property.
8. 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.
 9. Be available for consultation throughout the project.
 10. Review Contractor's invoices for accuracy and thoroughness and process them on a timely basis.
 11. Review and approve the assignment of all team members, both initially proposed and any subsequent changes.
 12. Maintain paper, electronic and final archive copies of all deliverables.
 13. Expediently respond to inquiries or requests from Contractor.
 14. Provide meeting sites when necessary.

C.9 Contractor's Responsibilities upon Termination

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 the deliverables in accordance with the requirements of this Contract, and in particular, as specified in Section C.7, Contractor's Responsibilities, 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, it is hereby agreed that if the services/items are not timely and satisfactorily performed, and the parties agree to a corrective action plan, but Contractor then fails to comply with the approved corrective action plan, Contractor(s) may be assessed Financial Consequences as specified 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.

If Contractor has only one instance of failure to timely and satisfactorily complies with an approved corrective action plan, then DEO, in DEO's sole and absolute discretion, may grant a one-time waiver when Contractor complies with the corrective action plan.

For each Project, if the Contractor fails to timely perform by failing to pass the Substantial Completion Inspection by the 50th or 80th day (as applicable), unless a different deadline is agreed upon by the parties in writing, following DEO's notice to start construction, DEO may impose liquidated damages in an amount equal to 10 percent of the total final Project cost for every 30-day period following the applicable deadline until the Substantial Completion Inspection is approved for the Project (for example, 1-30 days beyond timeframe = 10% penalty; 31-60 days beyond timeframe = 20% penalty, etc.).

This provision for financial consequences shall in no manner affect DEO's right to terminate the Contract as provided elsewhere in DEO's Core Contract.

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 dollars 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.6) prior to termination. This liquidated damage 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. In addition, if there is any termination for cause, DEO may withhold payment for any work performed that did not result in the completion of the scope of work and may assess additional damages in an amount equal to any cost incurred by DEO due to contractor failure.

C.12 Notification of Instances of Fraud

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

C.13 Confidentiality and Safeguarding Information

The 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 twelve (12) months following the ITB bid due date, the 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*)

C.16 Errors and Omissions Insurance

Contractor shall obtain and keep in force during the life of the Contract Errors and Omissions Insurance which shall indemnify and pay on behalf of Contractor for direct loss which may be incurred due to human error, computer error, machine error, or equipment problems, whether caused by negligence, error, omission or mistake by Contractor, subcontractor, any employee, officer or agents thereof. DEO shall be named as the additional insured. Errors and Omissions Insurance coverage shall not limit any liabilities or any other obligations that Contractor has under the Contract.

C.17 Retainage

A 10% retainage shall be applied and reflected on the 50 percent invoice. Such retainage shall be withheld from payment to Contractor pending satisfactory completion of work and approval of all deliverables.

C.18 Change Orders

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

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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 20-ITB-001-WM, 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 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:	To
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	To
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	To
Approximate Contract Value:	\$

*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 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. You are not required to select all regions.		
	Initial Year 1	Year 2	Year 3
EXAMPLE: Region 1	<i>30%</i>	<i>30%</i>	<i>30%</i>
Northwest Region	%	%	%
North East Region	%	%	%
Central Region	%	%	%
South Region	%	%	%

*The maximum markup cost for any project awarded pursuant to this solicitation is thirty percent (30%).

Regions	Renewal - Three (3) year Contract Period		
	Quote Maximum % of Markup Cost for the Regions where you are qualified and choose to provide services You are not required to select all regions.		
	Renewal Year 1	Renewal Year 2	Renewal Year 3
EXAMPLE: Region 1	<i>30%</i>	<i>30%</i>	<i>30%</i>
Northwest Region	%	%	%
North East Region	%	%	%
Central Region	%	%	%
South Region	%	%	%

*The maximum markup cost for any project awarded pursuant to this solicitation is thirty percent (30%).

*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.**

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**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.

(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 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 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?

Please choose one of the following: Excellent; Above Satisfactory; Satisfactory; Fair; Poor

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

Please choose one of the following: Excellent; Above Satisfactory; Satisfactory; Fair; Poor

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

Please choose one of the following: Excellent; Above Satisfactory; Satisfactory; Fair; Poor

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

Please choose one of the following: Excellent; Above Satisfactory; Satisfactory; Fair; Poor

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), List of Subcontractors (Attachment I), In-State Preference Form (Attachment K) and, Respondent Qualification Checklist (Attachment L), 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 reviewed.
- ___ 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", three (3) 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. Evidence of a minimum bonding capacity of Five Million Dollars (\$5,000,000), certificates of coverage evidencing the insurance coverages required by the solicitation, evidence of Respondent's financial capacity which specifically demonstrates Respondent's access to a minimum of \$1,500,000 in cash or cash equivalents.
- ___ 12. On the lower left hand corner of the envelope transmitting your original bid, write in the following information:

Solicitation Number: **20-ITB-001-WM**
Title: **General / Residential Contractors for CDBG-DR Program**
Bid Opening Date & Time: **02/24/2020 @ 3:00 PM**

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**ATTACHMENT I
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 similar scope and services 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
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 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: _____

Attachment L
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 194560 (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. 91-14560) and Executive Order (EO) 11514;
2. Notification of violating facilities pursuant to EO 11738;
3. Protection of wetlands pursuant to EO 1194560;
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 bid (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, Water Sense-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 provide evidence of a minimum bonding capacity of Five Million Dollars (\$5,000,000), certificates of coverage evidencing the insurance coverages required by the solicitation, evidence of Respondent's financial capacity which specifically demonstrates Respondent's access to a minimum of \$1,500,000 in cash or cash equivalents 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 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 Awardee and/or Awardees 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:
 1. Roof repair or replacement and attendant damage
 2. Door and window replacement
 3. Siding /veneer repair or replacement
 4. Mechanical (HVAC), electrical, and plumbing systems repair or replacement
 5. Drywall repair or replacement
 6. 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.