# WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS



# STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM (SHIP) HOUSING REHABILITATION INVITATION TO BID # 2015-08

ISSUED: September 10, 2015 RESPONSES ARE DUE BY: September 30, 2015

MAIL OR DELIVER RESPONSES TO:

Wakulla County Board of County Commissioners Purchasing Office 3093 Crawfordville Highway PO Box 1263 Crawfordville, FL 32326

Contact: Jay Moseley at 352-381-1975 or via e-mail at jmoseley@govserv.com 352-381-8270 FAX

#### GENERAL INFORMATION

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

Requirements for submission and the selection criteria may be requested from the Wakulla County website at <u>http://www.mywakulla.com</u>. All technical questions pertaining to this Invitation to Bid (ITB) should be directed, in writing, to Jay Moseley, Senior Consultant, Government Services Group, P.O. Box 357995, Gainesville, FL 32635, Phone 352-381-1975, Fax 352-381-8270 or via email at <u>imoseley@govserv.com</u>. Any addenda to this ITB shall be distributed to vendors on the list Wakulla County distributes for this ITB.

Bidders must submit one (1) original bid marked "Original" and two (2) copies marked "Copy" for a total of three (3) complete packages of the bid in a sealed envelope clearly marked on the outside with the Bidder's name and "Sealed Bid for SHIP Construction and/or Rehabilitation Services, Wakulla County, Florida", addressed and delivered to:

#### Wakulla County Purchasing Office 3093 Crawfordville Highway Crawfordville, FL. 32327

All bids must be received by the County Purchasing Office before 11:00 a.m., on September 30, 2015. Any bids received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt Requested, hand-delivered or couriered. Faxed or e-mailed bids will be automatically rejected. Hand delivered bids may request a receipt. If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Bidders should be aware that certain "express mail" services will not guarantee specific time delivery to Crawfordville, Florida. It is the sole responsibility of each Bidder to ensure their bid is received in a timely fashion.

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

Contract award will be by the Wakulla County Board of County Commissioners to the lowest priced, responsive and responsible Bidder, as determined on the basis of the bid and the County's investigations of the Bidder.

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

## CALENDAR OF EVENTS

## STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM (SHIP) HOUSING REHABILITATION INVITATION TO BID # 2015-08

All times listed in the Calendar of Events are Eastern Standard Time

Release of Request for Proposals	September 10, 2015 8:00 AM
MANDATORY Contractor Orientation	September 17, 2015 11:00 AM
and Walk-throughs	
Technical Questions due	September 24, 2015 Noon
Responses to Technical Questions	September 24, 2015 5:00 PM
PROPOSALS DUE TO BOCC	September 30, 2015 11:00 AM
Bid Opening	September 30, 2015 11:05 AM
BOCC Consideration of Award	October 19, 2015
Anticipated beginning of contract	October 26, 2015

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#### SECTION ONE INSTRUCTIONS TO BIDDERS

### 1.01 DESCRIPTION

The bidder awarded a contract shall be expected to complete the necessary repairs/ rehabilitation of the property(ies) as specified in the contract between the homeowner and contractor and in accordance with the Work Write-Up that is made a part of the contract as may be amended pursuant to any approved Change Orders.

#### 1.02 COPIES OF BID DOCUMENTS

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

Complete sets of Bid Documents may be obtained in the manner and at the location stated in the Notice to Bidders.

#### 1.03 BID REQUIREMENTS

One (1) original bid, marked "Original" and two (2) copies marked "Copy" (three (3) complete packages) of the bid setting forth qualifications must be received.

## 1.04 DISQUALIFICATION OF RESPONDENTS

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

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

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

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

#### 1.05 EXAMINATION OF ITB DOCUMENTS

Each Bidder shall carefully examine the ITB and other contract documents, and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Bidder will in no way relieve the Bidder of the obligations and responsibilities assumed under the contract.

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

## 1.06 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any potential Bidder as to the meaning of the contract documents. Any inquiry or request for interpretation received on or before <u>September 24, 2015 Noon</u>, will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Bidders prior to the established bid opening date. Each Bidder shall acknowledge receipt of such addenda in the space provided therefore in the bid response form. In case any Bidder fails to acknowledge receipt of such addenda or addendum, the bid will nevertheless be construed as though it had been received and acknowledged and the submission of the bid will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Bidder will be bound by such addenda, whether or not received. It is the responses are opened.

#### 1.07 GOVERNING LAWS AND REGULATIONS

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

#### 1.08 SIGNATURE OF BIDDER

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

#### 1.09 CONTENT OF SUBMISSION

The submission of a bid in response to this ITB shall be printed on 8-1/2" x 11" white paper; shall be clear and concise and provide the information requested herein. The bid shall be bound, or in a three-ring binder or equivalent folder, and tabbed. Statements submitted without the required information will not be considered. Submissions shall be organized as indicated below. The Bidder should not withhold any information from the written response in anticipation of presenting the information or ally or in a demonstration. Each Bidder must submit adequate documentation to certify the Bidder's compliance with the BOCC's requirements. Bidders should focus specifically on the information requested.

The following information, **at a minimum**, shall be included in the Submittal:

#### A. <u>Cover Page</u>

A cover page that states "INVITATION TO BID 2015-08 FOR HOUSING REHABILITATION UNDER THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM". The cover page should contain Bidder's name, address, telephone number, and the name of the Bidder's contact person.

#### B. <u>Tabbed Sections</u>

#### Tab 1. Narrative Self-Analysis

The Bidder shall provide a history of the organization, its areas of special expertise, and how the individual(s) to provide services will fulfill the needs of the BOCC if awarded a contract pursuant to this ITB process.

#### Tab 2. References

Each Bidder shall provide at least two (2) references for which the reference is in a position to recommend the organization's qualifications for the same or similar services during the past three (3) years. Each reference shall include, at a minimum:

Name and full address of reference organization Name of Contact person for contract Telephone number(s) Date of initiation of contract with reference Brief summary comparing the referenced services to these proposed services.

#### Tab 3. Staffing

It is anticipated that the primary Bidder indicated in the response to this ITB shall be the primary person providing services to the BOCC, notwithstanding said entity may use other staff and employees to perform the work required to fulfill the contractual obligations to the BOCC. Bidder shall include a list of the proposed staff positions that will provide the work required if awarded this contract.

If the Bidder intends to subcontract any portion of a contract, such subcontractors shall be listed, including the name, contact person, and address of such subcontractor.

#### Tab 4. Pending/Past Litigation

The Bidder shall describe any pending litigation in which the Bidder is involved as a result of provision of any services which are described herein. The Bidder shall describe any litigation in which the Bidder has been involved with or against Wakulla County or the Wakulla County BOCC within the past five (5) years.

#### Tab 5. BOCC Response/Bid Forms

Bidder complete and execute the response/bid forms specified below and found at the designated pages in this ITB, and shall include them in the section tabbed 5:

	<u>Page No.</u>
Response Form	16
Non-Collusion Affidavit	17
Ethics Clause	18
Conflict of Interest Disclosure Statement	19
Drug Free Workplace Certificate	20
Local Business Qualification Statement	21
Pricing Information Acknowledgement	22
Notice to Bidders Acknowledgement	23-25

Copies of all professional and occupational licenses shall be included in this section.

#### Tab 6.Pricing Information

Each Bidder shall use the prescribed Work Write-up/Bid Form as provided through the County's Housing Administrator, Government Services Group, Inc.

All bid prices must be based on the approved activities as determined via the Walk-through process for which all contractors choosing to bid on said properties must attend. Pricing information must be submitted on the designated forms and signed by the appropriate parties. Any Work Write-up addendums must also be acknowledged by the bidder and pricing must be submitted on the corresponding form as well.

## Tab 7. Other Information

Provide any additional information that will present evaluators with insight about the qualifications, fitness and abilities of Bidder.

## 1.10 MODIFICATION OF BIDS

Written modification will be accepted from Bidders, if addressed to the entity and address indicated in the Invitation to Bid and received prior to the bid due date and time.

#### 1.11 RESPONSIBILITY FOR BID

The Bidder is solely responsible for all costs of preparing and submitting the bid, regardless of whether a contract award is made by the BOCC.

### 1.12 RECEIPT AND OPENING OF BIDS

Bids will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Invitation to Bid. No responsibility will be attached to anyone for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present.

#### 1.13 DETERMINATION OF SUCCESSFUL BIDDER

The BOCC reserves the right to reject any and all bids and to waive technical errors and irregularities as may be deemed best for the interests of the BOCC, and to determine which Bidders are responsible or responsive. Bids which contain modifications or are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instructions to Bidders, and the contract documents, may be rejected at the option of the BOCC. Final selection of the successful respondent(s) shall be made by the BOCC at a noticed public meeting.

Replies which do not meet all requirements of this bid or which fail to provide all required information, documents, or materials will be rejected as nonresponsive. Material requirements of the bid are those, without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the Board. Bidders whose replies, past performance or current status do not reflect the capability, integrity, or reliability to perform fully and in good faith the requirements of the contract may be rejected as non-responsible. The BOCC reserves the right to inspect all facilities of a Bidder in order to make a determination of the foregoing.

### 1.14 AWARD OF CONTRACT

The BOCC reserves the rights to award separate contracts for each housing rehabilitation job and to waive any informality in any response, or to re-advertise for all or part of the work contemplated. If bids are found to be acceptable by the BOCC, notice will be given to the selected Bidder of the award of the contract(s).

If the award of a contract is annulled, or the awarded Bidder fails to execute a contract prior to the date and time indicated by the BOCC, the BOCC may award the contract to another Bidder or the work may be re-advertised or may be performed by other qualified personnel as the BOCC decides.

A contract will be awarded to the lowest priced, responsive and responsible Bidder that meets the specifications. The lowest price will be based on the lowest vendor price totaled together.

The BOCC also reserves the right to reject the response of a Bidder who has previously failed to perform properly or to complete contracts of a similar nature on time.

## 1.15 EXECUTION OF CONTRACT

Under the State Housing Initiatives Partnership (SHIP) program, the approved contractor must execute a contract with the homeowner that is facilitated by the County's designated housing administrator. The executed contract contains provisions that allows the housing administrator to facilitate the construction and/rehabilitation process and to ensure complete compliance with program requirements with certain protections. The contract also stipulates that certain approvals by the homeowner and housing administrator must be made prior to any changes to the original scope or work. Upon approval by the Wakulla BOCC, a contractor signing between the contractor and homeowner will be facilitated by the designated housing administrator. Documents to be signed will include a repayment agreement and note, contract, Notice of Commencement, Notice to Proceed, Notice of Right of Rescission, Truth in Lending Statement and other documents designated under the program.

### 1.16 INSURANCE

A. The successful Bidder shall defend, indemnify and hold harmless the Wakulla County BOCC from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by BOCC) and any other losses, damages, and expenses (including Bidder or any of its subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Bidder or its Subcontractors in any tier, their employees, or agents.

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

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

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

E. If awarded the contract, the Bidder shall obtain insurance as specified and maintain the required insurance at all times during the term of the contract entered into by the BOCC and the Bidder.

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

G. The successful Bidder shall obtain and maintain the following policies:

1. Workers' Compensation insurance as required by the State of Florida.

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

3. Automobile Liability coverage must be afforded including coverage for all Owned vehicles, Hired, and None-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

4. Commercial General Liability coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

5. Bidder shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of subcontractor if so required by County during the term of the Contract entered into by the successful Bidder and the County. County will not pay for increased limits of insurance for subcontractors.

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

#### 1.17 LOCAL PREFERENCE IN PURCHASING - NOT APPLICABLE

A. Unless otherwise prohibited by prevailing law or policy, in the purchasing of, or letting of contracts for procurement of materials and contractual services for which an invitation to bid is issued, a local preference of the bid price shall be assigned for a local preference to a Bidder, as follows:

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

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

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

#### B. "Local Business" means, for the purposes of this section:

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

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

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

- C. Any Bidder claiming to be a Local Business shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements above. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a respondent is a Local Business.
- D. The preference of 3%, 4%, or 5% in an invitation to bid shall be applied and deducted from the total amount of the bid price.
- E. If, after application of the local preference there is a tie between two Bidders, the award of the project will go to the Local Business.

## 1.18 AWARD OF CONTRACT AND RIGHT TO PROTEST

Award of contract shall be made to the lowest, responsive and responsible Bidder determined on the basis of the entire Bid and the COUNTY's investigations of the Bidder. When the contract is awarded by COUNTY, such award shall be evidenced by a written document "Notice of Award," signed by the authorized representative of COUNTY and delivered to the intended awardee by certified mail or other express delivery service, and a copy also provided to each bidder for the project.

Award of Contract will be made by the COUNTY Board in public session. Award recommendations will be posted outside the offices of the COUNTY at its Crawfordville address. Any Bidder who desires to formally protest the recommended contract award must file a notice of intent to protest with the COUNTY's Administrator within seventy two (72) hours (excluding weekends and holidays) of the date that the recommended award is posted. Upon filing of said notice of intent, the protesting party will have seven (7) days from the date of posting to file a formal protest and will be given instructions as to the form and content requirements of the formal protest. A copy of the "protest policy" is available at the offices of the COUNTY's Administrator.

For Bidders who may wish to receive copies of Bids after the Bid opening, the COUNTY reserves the right to recover all costs associated with the printing and distribution of such copies.

## 1.19 SALES TAX

The COUNTY is a political subdivision of the State of Florida and is exempt from the payment of Florida sales tax. Corporations, Individuals and other entities are impacted by Chapter 212, Florida Statutes according to the type of service, sale of commodity or other contractual arrangement to be made with the COUNTY. By submittal of a properly executed response to a procurement request from the COUNTY, the Bidder is acknowledging that he is aware of his statutory responsibilities for sales tax under Chapter 212, Florida Statutes.

The COUNTY is also exempt from most Federal excise taxes. By submittal of a properly executed response to a procurement request from the COUNTY, the Bidder is acknowledging that he is aware of his responsibilities for Federal excise taxes.

## 1.20 EXCLUSION OF COUNTY PERMITS IN BID PRICES

1.20.1 The successful Bidder shall be responsible for procuring and paying for all necessary permits not issued by the local Counties pursuant to the prosecution of the work.

#### 1.21 WITHDRAWAL OF PROPOSALS

Any Bid may be withdrawn at any time prior to the hour fixed in the Legal Advertisement for the opening of Bids, provided that the withdrawal is requested in writing, properly executed by the Bidder and received by COUNTY prior to Bid Opening. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid prior to the time specified for Bid opening.

#### SECTION TWO SCOPE OF SERVICES, SPECIFICATIONS

#### 2.01 Scope of Services

- A. This invitation to Bid contemplates the provision of the construction and/or rehabilitation services for 6 single family homes located in Wakulla County, Florida. Properties to be rehabilitated or replaced will be disclosed during the contractor orientation and walk-through of the properties.
- B. The full Scope of Work will be solidified during the contractor Walkthroughs of the properties scheduled for <u>September 17, 2015 @ 11:00</u> <u>AM</u> immediately after the contractor orientation.
- C. All rehabilitation services provided for in the final Work Write-ups must be completed pursuant to the approved Work Write-ups as amended by any Change Orders within the specified timeframe as noted in the Notice to Proceed.
- D. The approved contractor will be required to execute all program documents pre and post rehabilitation activities.

Company Name:
ignature:
5
itle:

Phone Number: \_\_\_\_\_

#### SECTION THREE RESPONSE/BID FORMS

#### RESPONSE TO: INVITATION TO BID 2015-08: STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM (SHIP) HOUSING REHABILITATION

WAKULLA COUNTY PURCHASING DEPARTMENT, CRAWFORDVILLE, FLORIDA 32327 I acknowledge receipt of Addenda No(s)

I have included:	
Statement of Qualifications/Narrative	Conflict of Interest Disclosure
Ethics Clause	Drug Free Workplace
Staffing Information	Local Preference
Certification	
Description of Pending/Past Litigation (if any	) Pricing Quote
Non-Collusion Affidavit	-

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

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

Mailing Address:	Т	elephone:

\_\_\_\_\_ Fax: \_\_\_\_\_

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

Signed:		Witness:
	(Seal)	
	(Name)	
	(Title)	

### NON-COLLUSION AFFIDAVIT

I, \_\_\_\_\_\_ of the County of \_\_\_\_\_ according to law on my oath, and under penalty of perjury, depose and say that:

1. lam\_\_\_\_\_

of the firm of \_\_\_\_\_

in response to the Invitation To Bid for:

Housing Rehabilitation/Replacement and that I executed the said proposal with full authority to do so.

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

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

(Signature of Responder)

(Date)

STATE OF:

BOCC OF: \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

#### ETHICS CLAUSE

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

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Signature	Date
Name of Authorized Individual	Name of Company/Organization
	Address of Company/Organization

#### CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

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

Not applicable: \_\_\_\_\_

Name

Company

Date

#### DRUG FREE WORKPLACE CERTIFICATION

Any person submitting a bid in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his or her bid. Failure to complete this form in every detail and submit it with your response or bid shall result in immediate disgualification of your response.

- Publish a statement notifying employees that the unlawful 1) 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.
- Give each employee engaged in providing the commodities or 3) contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR\_\_\_\_\_\_TITLE \_\_\_\_\_

AUTHORIZED SIGNATURE	DATE
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#### PRICING INFORMATION ACKNOWLEDGEMENT

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

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

Signature

Date

## **INVITATION TO BID CHECKLIST**

Please ensure that all items have been checked before submitting invitation to bid. Submit this checklist as the last page of your response.

Cover Page
Tabbed Sections:
Tab 1. Narrative Self-Analysis
Tab 2. References
Tab 3.Staffing
Tab 4. Pending Litigation
Tab 5. BOCC Response Forms
Tab 6. Pricing Information
Tab 7. Other Information

#### WAKULLA COUNTY STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) HOUSING REHABILITATION PROGRAM NOTICE TO BIDDERS ITB 2015 - 08

A. NOTICE TO BIDDERS:

Sealed bids will be received until 11:00 a.m. on the <u>30th</u> day of <u>September</u> <u>2015</u>, for the rehabilitation/replacement of <u>6 single family homes</u> to be assisted under the SHIP program in Wakulla County.

- B. General Instructions to Bidders:
  - 1. Quotations:
    - a. All prices shall include all labor, supervision, materials, equipment and services necessary to do a workman like job.
    - b. Only firm bids will be accepted. Only one (1) bid may be submitted for each house.
    - c. Bid prices must be itemized on the submitted bid form or the bid <u>will</u> be rejected.
  - 2. Insurance: Before any bid can be accepted, a Certificate of Insurance must be attached to this bid or on file with the SHIP Housing Rehabilitation Program. The Certificate must list the Local Government, as a party to be notified ten (10) days before cancellation or expiration of the policy.
  - 3. Legal Compliance: The bidder shall be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him from responsibility for compliance with all said laws, ordinances, rules and regulations.
  - 4. Right of Rejection: The owner, in cooperation with the Local Government, reserves the right to reject any one bid or all bids, to waive any informality in any bid, and to award the bid in the best interest of the Local Government and the Owner.
  - 5. Pre-Bid Conference: Bidders or their representatives are <u>required</u> to attend an on-site meeting. Failure to attend the meeting will result in automatic bid rejection, unless a waiver is approved by the County.

#### NOTICE TO BIDDERS Page 2

The MANDATORY contractor orientation for this job will be held:

Date: <u>September 17, 2015</u> Time: <u>11:00 am</u>

Start Location: <u>Housing Office, County Administration Bldg., 3093 Crawfordville</u> <u>Highway, Crawfordville, FL 32327.</u>

 Bids Submitted: Address all bids to <u>the Wakulla County Purchasing</u> Office located at 3093 Crawfordville Highway, Crawfordville, FL <u>32327.</u> The bids shall be enclosed in a sealed envelope bearing the markings "SHIP Housing Rehabilitation SEALED BIDS" and Not to Be Opened until <u>11:05 a.m. September 30, 2015.</u>

If hand delivering bids the address is: See Below

If mailing bids the address is: Wakulla County Purchasing Office

3093 Crawfordville Highway

Crawfordville, Florida 32327

- 7. No contractor or subcontractor may participate in this work if ineligible to receive federal or state funded contracts.
- No contractor will be issued more than two (2) Local Government funded contracts simultaneously, unless ability to perform is proven. Three (3) contracts is the maximum for any contractor.
- 9. Federal equal opportunity, civil rights, lead base paint and record retention requirements are applicable to work performed on this job.
- 10. Financing of the work will be provided, in whole or in part by the SHIP Housing Rehabilitation Program. The Local Government will act as agent for the owner in preparing contract documents, inspecting, and issuing payments. However, the contract will be between the owner and contractor. Bids, work performed and payments must be approved by the owner and the agent.

#### NOTICE TO BIDDERS

Page 3

- Bids, work performed and payments must be approved by the owner and the agent.
- 11. For rehabilitation projects, there will be three payments 33%, 66% and 100% once the Final Inspection has been completed. For demolition/reconstruction projects, there will be three draws. The schedule is as follows:
  - 1. Demolition and new slab complete, roof dried in.
  - 2. Sheetrock hung, textured and painted.

4. Punch list complete, Certificate of Occupancy, warranties, final inspections and releases of liens are received.

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

Contractor Signature

Date