



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE:
OKALOOSA COUNTY AFFORDABLE HOUSING CONSTRUCTION
CONTRACTING SERVICES

RFQ NUMBER:
RFQ GM 28-19

<u>ISSUE DATE:</u>	January 21, 2019 at 8:00 A.M. CST
<u>MANDATORY PRE-PROPOSAL MEETING:</u>	February 6, 2019 at 11:00 A.M. CST
<u>LAST DAY FOR QUESTIONS:</u>	February 8, 2019 at 3:00 P.M. CST
<u>RFQ OPENING DATE & TIME:</u>	February 20, 2019 at 3:00 P.M. CST

NOTE: RESPONSES RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a response on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All envelopes containing sealed bids must reference the "RFQ Title", "RFQ Number" and the "RFQ Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ EXT: _____ FAX: _____

EMAIL: _____

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

OKALOOSA COUNTY AFFORDABLE HOUSING CONSTRUCTION CONTRACTING SERVICES

Pursuant to County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from state-certified or registered building, residential, or general contractors to provide construction services for housing rehabilitation and construction projects including but not limited to: new or replacement roofs, window installation and replacement, structural repairs, retrofitting for disabled persons, electrical, HVAC, and/or plumbing repair or replacement, and other similar work.

Individuals and firms desiring consideration should provide an original and one (1) thumb drive of their Statement of Qualifications (Statement) with copies of all licenses and a current business tax receipt issued by the County Tax Collector. Statements should be portrait orientation, unbound, and 8 ½” x 11” where practical. Guidelines detailing form and content requirements for the Statement are available by contacting Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, FL 32536, 850-689-5960, or download them from our website at http://www.myokaloosa.com/dept_purchasing.html and <https://www.bidnetdirect.com/florida>.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **February 20, 2019 at 3PM** to be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non-delivery.

A **mandatory** pre-proposal conference will be held at 11:00 A.M. local time on **February 6, 2019** at the Okaloosa County Administration Building, Training Room on 1st Floor located at 1250 N. Eglin Parkway, Shalimar, FL 32579.

All submittals must be in sealed envelopes reflecting on the outside thereof **“Request for Qualifications for Okaloosa County Affordable Housing Construction Contracting Services.”** Failure to mark outside of envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting qualifications with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality. Okaloosa County shall be the sole judge of the submittal and the resulting negotiating agreement that is in its best interest and its decision will be final.

All submittals should be addressed as follows:

Okaloosa County Purchasing Department
RE: Okaloosa County Affordable Housing Construction Contracting
RFQ GM 28-19
5479A Old Bethel Road
Crestview, FL 32536

Jeff Hyde
Purchasing Manager

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FL

Charles K. Windes Jr., Chairman

**GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ GM 28-19):
OKALOOSA COUNTY AFFORDABLE HOUSING CONSTRUCTION CONTRACTING
SERVICES**

The purpose of this Request for Qualifications is to provide interested individuals and firms with guidelines and information from which a statement of Qualifications may be developed.

It is the intent of Okaloosa County to contract with multiple licensed contractors for housing construction projects to be funded through the State Housing Initiatives Partnership (SHIP) program. Such projects may include but are not limited to new or replacement roofs, window installation and replacement, structural repairs, retrofitting for disabled persons, electrical, HVAC, and/or plumbing repair or replacement, and similar work. Services of the contractor shall be under the general direction of the County Housing Program Manager or his/her designee, who shall act as the County's representative during the performance of the scope of services.

An original and one (1) thumb drive of the Requests for Qualifications (RFQ) will be required with all copies having been signed by a company official with the power to bind the company in its contract. All copies must be completely responsive to the Request for Qualification guidelines for consideration.

The content of the Statements submitted by the successful firms will become a basis for being added to Active Qualified Listing.

A contractor selected for a project shall be required to assume responsibility for all services offered in their Statement. The selected contractor(s) will be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

Payment schedule and basis for payment will be negotiated and included as part of the contract, but unless project-specific circumstances warrant otherwise, will generally consist of three (3) draws:

1. Mobilization and Materials
2. Partial completion
3. Final – not paid until all work is complete and final inspections approved.

Documentation of work completed must be provided with second and final draw requests.

Statement of Qualifications (Statements) shall include the information enumerated, below, and be submitted in the format described below:

1. **Letter of Interest** including information on location of the firm's office that will be the lead office for contracts let pursuant to this RFQ.
2. **Licenses and Registration** – Statement must include copies of valid licenses issued by the State of Florida as either a registered or certified residential, building, or general contractor.
3. **Specific Accomplishments** – Provide five completed projects with a description of the work performed by the contractor representative of the type of work for which the firm will perform.
4. **Statement of Availability** – Statements must include a statement to the effect that the submitting contractor has the capability and resources to perform any work for which a contract may be let in a timely manner. See Contractor's Handbook attached hereto as reference.

5. **References** – List five (5) references drawn from the representative projects included in the Statement.

Qualifying Questions – The following questions will be reviewed by the County’s Standing Selection Committee. Documentation needed to provide necessary information should be responsive to the items identified in this RFQ and contain no more than 45 pages. One piece of paper printed front and back is considered two pages. The 45 page maximum includes all required forms and certification copies, but excludes the cover and table of contents.

The following questions must be answered yes or no and included with statement of Qualifications.

1. Has your organization ever operated under any other name? If yes please provide name.
2. Are you a Minority Owned Business (MBE)? If yes, please include certification.
3. Are you a Woman Owned Business (WBE)? If yes, please include certification.
4. Have you or any of your Officers or Partners of your organization ever failed to complete any work awarded to you? If yes, explain in detail.
5. Have you or any of your Officers or Partners of your organization ever been an Officer or Partner of another Organization when it failed to complete a construction contract? If yes, explain in detail.
6. Have you or an Officer or Partner in your Organization ever been suspended or denied participation in a federal, state, or local government funded contract or construction project? If yes, explain in detail.
7. Within the last 5 years, have you, your firm, or an Officer or Partner in your Organization ever been found by a local code enforcement board, construction competency board, or special magistrate to have violated the building code, local ordinances, permitting, or licensing requirements? If yes, explain in detail all instances in which such a violation had been found, as well as remedial action (restitution paid, suspension of license, etc.).
8. Have you or an Officer or Partner in your Organization ever filed for bankruptcy? If yes, explain in detail, including when bankruptcy was declared and when it was discharged.
9. Have you or an Officer or Partner in your Organization ever been found guilty or pled no contest to charges brought by any state agency pertaining to a construction contract or licensing issue?
10. Do you agree to abide by the Contractor’s Handbook provided as Exhibit “C”?

Respondents are hereby advised that a “yes” answer accompanied by a satisfactory explanation to any one of questions 4-9, inclusive, will not necessarily disqualify the Respondent from participating; however, a “yes” answer to two or more of questions 4-8, inclusive, will disqualify the Respondent.

Presentation of the selections, agreements and proposed agreement will be made to the Okaloosa County Board of County Commissioners in accordance with the Purchasing Department’s policy related to the acquisition of services.

1. At such time when an approval is granted by the Okaloosa County Board of Commissioners notification will be provided to each firm in accordance with the County’s Purchasing Department policy.
2. Direct one-on-one contact with the Committee members, County Commissioners or County Administrator is **prohibited** (1 exception: if the contact pertains to a specific existing Contract/Task Order) during the procurement process. Any questions during this period should be directed to the Purchasing Manager or their appointed representative.

Term of Placement on Active Contractor's List:

The initial term of this placement shall be from completion of signatures by both parties and shall run for a period of two (2) years from the date of commencement.

Renewal Options:

The placement may be renewed for three (3) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of the agreement.

GENERAL CONSTRUCTION INSURANCE REQUIREMENTS

REVISED: 06/08/2018

CONTRACTORS' INSURANCE

1. The Contractor shall not commence any work resulting from being placed on the pre-qualified contractor list until he or she has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance policies applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement as specified herein, below. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified herein, below.
7. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of any contract resulting from being placed on the pre-qualified contractor list; as such, any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of terms.
9. Under no circumstances shall a contractor fail to carry the insurance required by Florida laws and regulations even if such is in addition to the specific requirements provided herein.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal Worker' Compensation Laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Contractor's Liability
 - 4.) Completed Operations and Products Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of project.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this solicitation.

	<u>LIMIT</u>
1. Worker's Compensation	
a.) State	Statutory
b.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)

- | | | |
|----|---------------------------------|--|
| 3. | Commercial General Liability | \$1,000,000 each occurrence
for Bodily Injury & Property
Damage
\$1,000,000 each occurrence
for Products and Completed
Operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of any contract resulting from this solicitation.

Note: For respondent’s convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Department of Growth Management, 1250 Eglin Pkwy N Ste. 301, Shalimar, FL 32579.
2. The Contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days’ notice if cancellation is for nonpayment of premium).
3. In the event the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent’s full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under any contract as may result from being on the pre-qualified contractor list.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply to each subcontractor and sub-subcontractor as apply to the Respondent..

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL CONDITIONS

1. PRE-QUALIFICATION ACTIVITY -

Addendum - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing
Department 5479A Old Bethel Road
Crestview, FL 32536
Email: dmason@myokaloosa.com
Phone: (850)689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFQ & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: <https://www.bidnetdirect.com/florida> to access the Okaloosa County Web Site go to: <http://www.myokaloosa.com/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the RFQ documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their documents. No respondent may rely upon any verbal modification or interpretation.

2. **PREPARATION OF QUALIFICATIONS** – Qualifications which contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice requesting qualifications may be rejected.
- A. Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.
 - B. Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.
 - C. Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
 - D. Qualifications submitted by an individual shall show the respondent's name and official address.
 - E. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner

indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.

F. All signatures shall be in blue ink. All names should be typed or printed below the signature.

G. The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.

H. If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

3. INTEGRITY OF QUALIFICATIONS DOCUMENTS - Respondents shall use the original qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.

4. SUBMITTAL OF QUALIFICATIONS – Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.

Note: Crestview, Florida is “not a next day guaranteed delivery location” by delivery services.

5. MODIFICATION & WITHDRAWAL OF SUBMITTAL – Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned, if any.

6. QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE – All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security, if required prior to the end of this period.

7. CONDITIONAL & INCOMPLETE QUALIFICATIONS - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.

8. ADDITION/DELETION OF ITEM – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.

9. APPLICABLE LAWS & REGULATIONS – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in any contract the same as though they were written in full therein.

10. Placement on the Active Contractors List-

Okaloosa County Review - Okaloosa County designated selection committee will review all qualifications and will participate in the Recommendation to Award.

The County will award placement on the Active Contractor's List to the most qualified respondent(s), and the County reserves the right to award placement on the Active Contractor's List to the respondent(s) submitting the most responsive submittal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all qualifications or to waive any irregularity or technicality in qualifications received. Okaloosa County shall be the sole judge of the qualifications that are in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all qualifications, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this RFQ and to accept the submittal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional qualifications and bids which make it impossible to determine the true quality of services to be provided by respondent.

11. PAYMENTS – The respondent shall be paid as provided in the Contractor's Handbook attached hereto as Exhibit "C".

12. DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

13. PUBLIC ENTITY CRIME INFORMATION - Pursuant to Florida Statute 287.133, a respondent may not be awarded 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 s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

14. CONFLICT OF INTEREST - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For proposer's convenience, this certification form is enclosed and is made part of the proposal package.

- 15. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 16. INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
- 17. REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by an the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 18. COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon being removed from the Active Contractors List or termination of any contract resulting from this solicitation.
- 19. PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security’s website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

- 20. SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of any contract resulting from this solicitation for the County’s convenience.

Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an

equitable adjustment is made or denied under another provision of this Contract.

- 21. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
- 22. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under any contract resulting from this solicitation from the date of the contract through three (3) years after the expiration of contract.
- 23. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 24. NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 25. UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the terms under which respondent was placed on the Active Contractors List . In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the subject contract and removal of the respondent from the Active Contractors list. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- 26. IDENTICAL TIE PROPOSAL** - In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
- 27. CONE OF SILENCE CLAUSE** – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until notification of approved contractors.

All communications shall be directed to the Purchasing Department -see attached form.

Note: For respondent’s convenience, this certification form is enclosed and is made a part of the bid package.

28. The following documents are to be submitted with the qualifications packet. Failure to provide required forms may result in contractor disqualification.

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence Form
- E. Indemnification and Hold Harmless
- F. Addendum Acknowledgement
- G. Company Data
- H. System Award Management Form
- I. List of References
- J. Certification Regarding Lobbying
- K. Sworn Statement – Public Entity Crimes
- L. Question and Answer Form
- M. Exhibit “A” General Grant Funding Special Proposal Conditions

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER CERTIFIES that it has implemented 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, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
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 quote, the employee will abide by the terms of the statement and will notify the employer 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 workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is 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 this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: ADDRESS: _____

NAME: _____

(Typed or Printed)

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your business), or “no”. If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent while the respondent is on the Active Contractors List, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the time the respondent is on the Active Contractors List; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to place respondents on the Active Contractors List or award a particular contract, other than the Purchasing Department Staff..

The period commences from the time of advertisement until the selections are made for placing respondents on the Active Contractors List and from advertisement until contract award for specific affordable housing projects.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager’s decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature Company Name

On this _____ day of _____ 2019 hereby agree to abide by the County’s “**Cone of Silence Clause**” and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

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

Proposer's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Date

ADDENDUM ACKNOWLEDGEMENT
RFQ GM 28-19

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.

DATE

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

COMPANY DATA

Respondent's Company Name: _____

Physical Address & Phone #: _____

Contact Person (Typed-Printed): _____

Phone #: _____

Cell #: _____

Federal ID or SS #: _____

DUNNS/SAM #: _____

Respondent's License #: _____

Additional License – Trade and Number _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: _____

DBE/Minority Number: _____

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: _____

Entity Address: _____

Duns Number: _____

CAGE Code: _____

LIST OF REFERENCES

1. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

2. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

3. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

4. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

5. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

1. 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 an 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31,U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than

\$100,000 for each such expenditure or failure.] The Contractor,__, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted for _____

2. This sworn statement is submitted by _____

Whose business address is: _____

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

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

3. My name is _____ and my relationship to the entity named above is _____

4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to

transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: _____ Signature: _____

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, in the year _____.

My commission expires: _____
Notary Public

Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification: _____

Type of ID

OKALOOSA COUNTY AFFORDABLE HOUSING CONSTRUCTION CONTRACTING SERVICES
RFQ: GM 28-19
QUESTION AND ANSWER

1. Have you or any of your Officers or Partners of your organization ever failed to complete any work awarded to you? YES OR NO
2. Has your organization ever operated under any other name? If yes please provide name. YES OR NO
3. Have you or any of your Officers or Partners of your organization ever been an Officer or Partner of another Organization when it failed to complete a construction contract? YES OR NO
4. Have you or an Officer or Partner in your Organization ever been suspended or denied participation in a federal, state, or local government funded contract or construction project? YES OR NO
5. Do you or an Officer or Partner in your Organization have any active code enforcement or licensing cases? YES OR NO
6. Have you or an Officer or Partner in your Organization ever filed for bankruptcy? YES OR NO
7. Are you a Minority Owned Business (MBE)? YES OR NO
8. Are you a Woman Owed Business (WBE)? YES OR NO
9. Do you agree to abide by the Contractor's Handbook provided as Exhibit "D"? YES OR NO

EXHIBIT A
GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Respondents shall comply with the clauses as enumerated below, if applicable.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms:** The contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the contractor has established delivery schedules, where permitted, to encourage such businesses respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.
6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act: (Construction Contracts in excess of \$2,000):** The contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week, submit certified payroll documents to the County, and allow the County or its designee to interview employees regarding wage determinations.
8. **Copeland Anti Kick Back Act:** If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to

this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ‘‘Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement**: Okaloosa County Board of County Commissioners, and the Federal Funding Agency, where applicable, shall hold sole rights to all inventions for any experimental, developmental, or research work performed by the Contractor and funded with Government funds through this contract.
14. **Procurement of Recovered Materials**: Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
15. **Access to Records and Reports**: Contractor will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa

County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. Record Retention:

Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on the date of final payment of contract, unless otherwise specified herein.

17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. **Termination for Default (Breach or Cause):** Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. Safeguarding Personal Identifiable Information

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

22. **Disputes:** Any dispute arising under this Agreement which is not settled by agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. Energy Policy and Conservation Act (43 U.S.C. §6201)

Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

Standard Contract Clauses

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the

contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.

- i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United State

OKALOOSA COUNTY CONTRACTOR HANDBOOK SHIP HOUSING REHABILITATION PROGRAMS

1. INTRODUCTION

Okaloosa County is a recipient of State Housing Initiatives Partnership (SHIP) funds. As a recipient of SHIP funds the County has developed a Local Housing Assistance Plan that may be viewed at: [https://www.floridahousing.org/programs/special-programs/local-housing-assistance-plan-\(lhap\)/current-local-government-lhaps](https://www.floridahousing.org/programs/special-programs/local-housing-assistance-plan-(lhap)/current-local-government-lhaps) as well as on the County Website www.MyOkaloosa.com. This plan outlines the programs and activities that will be undertaken by the County with SHIP funds. Through an interlocal agreement, the County also serves as the SHIP administrator for the City of Ft Walton Beach.

One of the activities that will be carried out with SHIP funds is rehabilitation of single family homes, townhomes, condominiums, and multi-family properties. Assistance is provided to very low-, low-, and moderate-income property owners or owners of rental property throughout the County limits. The Okaloosa County Department of Growth Management (“Department”) maintains an active list of licensed and insured Contractors to assist in accomplishing the activities funded under these programs. The contractors are competitively selected through the County’s procurement process. Once a Contractor is qualified, they will be placed on the Active Contractor List, notified of new projects, and given the opportunity to bid on these projects.

Contractors that have been debarred or suspended from working on federally funded programs, or are the subject of unresolved complaints filed with the Florida Department of Business and Professional Regulation or with the County’s Code Enforcement Division, are not eligible to participate. Contractors are required to comply with all applicable County, State and Federal laws as they may apply to the project.

The narratives on the following pages outline the process for the Rehabilitation Programs. There may be other programs that are funded during the year, and eligible Contractors will be notified of opportunities to bid on these as well.

All Contractors bidding upon work available through the SHIP Housing Rehabilitation strategy must familiarize themselves with the policies, procedures, materials, standards, and methods of construction contained herein. All work write-ups will refer to and incorporate these standards and all Contractors are expected to conform to the policies and guidelines contained herein.

Contractors requesting certification as a Minority Contractor or a Section 3 Contractor, should request further information from the Department. Any questions concerning this Handbook or its contents should be referred to the Department.

Below is a list of the Department staff:

Director: Elliot Kampert

Housing Manager: Abra McGill

2. APPLICATION

All Contractors wishing to be included on the Active Contractor List are required to reply to the RFQ. The submitted documents must be completed in full and must include all required documents. Upon receipt of the all required documents, the review committee will review the Contractor’s submittal, contact references,

and evaluate past performance. Visits to completed or current projects may be undertaken at the Department's discretion. Based on Committee review, additional information may be required. After the review is complete, Contractors will be notified in writing regarding approval/disapproval for participation in the Department's housing programs.

Eligible Contractors will be notified by mail, e-mail or fax of bid opportunities. Contractors must familiarize themselves with and conform to the requirements contained in this Handbook, the bid, standards, specifications, and all applicable contract documents. Contractors will also be expected to comply with all applicable City, County, State, and Federal laws.

3. BID PROCESS

A. Invitation to Bid

The Contractor will be sent an Invitation to Bid by mail, e-mail or fax for any upcoming projects. The bid documents will include the Owner/Developer name, property location, Scope of Work, date and time of the scheduled mandatory bid Walk- Through, bid response deadline and bid opening date. All Contractors who wish to bid shall attend the pre-bid Walk-Through and sign in. Contractor participation is mandatory in order to be eligible to bid and remain on the Active Contractor List. After three (3) non-responsive bids, firms will be removed from the Active Contractor List for a period up to one (1) year. A written response noted as "no bid" submitted by the bid opening date will be considered a response. Failure to submit a no-bid response will be counted against the contractor as a non-responsive bid.

B. Mandatory Walk-Through

The mandatory Contractor Walk-Through will be held at the property to be rehabilitated. The Walk-Through should be coordinated and led by County staff who performed the initial inspection and prepared the work write-up. The purpose of the Walk-Through is to provide an opportunity for all interested parties including the Property Owner, County Staff or their designee, the Contractor, the Department, and subcontractors an opportunity to discuss specific details, standards, methods and techniques related to the project and the Scope of Work provided in the bid package. Changes, additions, deletions, and refinement of work details of the scope may be made during this Walk-Through based on recommendations made by Contractor, subcontractor, Owners and Department staff or their designee.

The Walk-Through will start promptly at the time specified. Contractors may not begin to inspect the home or construction site before the Department staff arrives and the Walk-Through officially starts. Contractors are required to sign in, and those who do not sign in cannot bid on the project.

Any changes to the Scope of Work will be discussed at the end of the Walk-Through to ensure that Contractors have made notes of all changes discussed during the Walk-Through for bid consistency. The owner will be notified of any changes to the original scope of work. This is an opportunity to advise the owner and contractors that the work agreed to at this meeting is final. Prior to the bid opening date, a revised and final work write-up, approved by the homeowner, will be e-mailed, faxed or mailed to all Contractors on the sign-in sheet. Bids must be submitted based on the updated/revised work write-up. Once the work is awarded, no changes will be made to the work write-up unless required or approved by the Building Department, inspector or other responsible party, and authorized by a change order. Failure to bid in accordance with the bid instructions may result in the rejection of the Contractor's bid.

C. Bid Proposal

The Contractor shall provide a cost based on all items in the Scope of Work outlined in the bid sheet. Specifications will be provided for all work including plumbing, electrical, HVAC, roofing materials, windows, doors, hardware, flooring, painting, garage doors, garage openers, insulation, ceramic tile, cabinets, counter tops, appliances, mirrors, fixtures, etc. This will ensure that Contractors are bidding on the same or

like materials outlined in the Scope of Work. Contractors shall not deviate from the work specified on the work write-up.

Contractors shall not modify or negotiate changes to the work with the Owner. This is cause for removal from the Active Contractor List. If the Contractor has questions related to the work specified and the bid, all questions shall be submitted in writing to the Department prior to the bid opening.

D. Bid Submittal

The Contractor shall provide line item prices for each item specified on the work write-up. Each line item should include labor, material costs, profit and overhead. The bid must be signed and submitted in a sealed envelope with the Owner's name, address, case number and bid date on the outside of the envelope. The envelope should contain only one bid. Bids should be hand delivered or mailed unless otherwise specified. It is the contractor's responsibility to ensure that bids are received by the local government before the bid deadline. Late proposals will not be accepted and will be rejected.

All prices on the bid must be written in ink. Signatures must be in ink. Any mistakes must be initialed prior to submitting the bid. It is the Contractor's responsibility to inquire about permit fees, material costs and other expenses that may increase the cost of the work. Once a bid is submitted, the Contractor is bound to the maximum price that is stated in the proposal, unless it is adjusted by an approved change order.

For models or materials not specified, prices should match the home's existing models or materials in quality and style. If a model is specified, the Contractor will be expected to install that model or product number or a product of equal or better quality. Deviations from the product specified should be requested in writing from the Department. Contractors may be requested to provide proof that the installed product is equal to or better than the product specified. All questions related to the Scope of Work and the project should be directed to the program staff.

E. Rehabilitation Contract Award

The Department will review the bids to ensure that all mandatory work is included, conforms to program specifications, is accurately executed, and has a reasonable cost for the project. Estimates that are unresponsive, unreasonable, or inaccurate; contain incorrect totals; are unsigned; or are submitted in pencil may be rejected at the option of the Department.

The following criteria will be used to determine the winning bid:

1. Contractor is an approved eligible contractor on the Active Contractor List, and all requirements (including active license and insurance) are up to date.
2. The bid is the lowest responsive bid.
3. New Contractors will only be awarded one project until they have completed a project that is in compliance with all project requirements, includes no change orders or delays, and is satisfactory to the Owner and Department staff.
4. Once a Contractor has completed 1 project in a manner satisfactory to the Department, the Contractor may be awarded a maximum of 3 projects at any given time. No Contractor shall have more than 3 projects at one time unless approved by the Department Director.
5. Contractors will be evaluated by County staff on projects completed. Failure to maintain a good or excellent score may result in suspension from the Active Contractor list for any time period up to and included permanent removal.

6. The Department retains the right to limit the number of jobs awarded to any Contractor due to poor performance, delays, excessive change orders, or disputes with the Owner and/or unsatisfactory performance.

F. Subcontractors

If the Contractor employs subcontractors, the Contractor must hire subcontractors that are licensed and insured as required by law, and have valid business tax receipts issued by the Okaloosa County Tax Collector. Subcontractors hired shall be subject to the same requirements that apply to the Contractor awarded the work. The Contractor shall ensure that all applicable provisions are included in their contracts with the respective subcontractors. The Contractor shall not hire the Owner or any family member of the Owner to perform work on the property to be paid under this Contract.

G. Contract Signing

The Department will notify the Owner of Contractor selection and schedule a date and time for homeowner to review and sign the SHIP Rehabilitation Agreement between the County and the Owner.

The Department will notify the Contractor of the award of the project and provide the SHIP Rehabilitation Agreement to be signed between the Contractor and the Owner. The Contractor shall provide the signed Contractor Owner Agreement, a list of all subcontractors that are scheduled to perform work on the job in the form provided by the County.

The Contractor will be provided with a Notice to Proceed once all items have been received and approved. **Contractors are not authorized to begin work until they receive a Notice to Proceed.**

H. Multi-Family Rental Rehabilitation

Multi-family rental projects will only be awarded to Contractors who have demonstrated capacity and skills in the rehabilitation of multi-family rental projects. Contractors shall have responsibly and successfully completed projects similar in scope and size and have demonstrated above average performance as follows:

1. Staff and financial organizational capacity
2. Projects are completed in a timely fashion
3. All projects pass inspections
4. Contractor addresses warranty items with 3 days of notification and emergencies within 24 hours
5. Positive Owner evaluations
6. Positive County/Department staff evaluations

I. Reconstruction Contract

Reconstruction projects require demolition of the existing structure and the development of a new home on the existing site. The Contractor bid must include all soft and hard costs required until the issue of a Certificate of Occupancy. Costs include but are not limited to site reports, surveys, architectural drawings, temporary utilities, grading and filling, and all related construction and development costs. Contractors allowed to bid on reconstruction projects must have developed at least one project demonstrating experience in single family development. All work must be completed within the time frame specified in the bid. The Contractor must work with a licensed and insured architectural firm to complete the project.

J. Emergency Contract

Contracts for emergency repairs may include hazardous, unsafe, unsanitary or life threatening situations within the home. Contractors are expected to work quickly and efficiently to protect the home, its contents

and the Owner in life threatening situations. The County may waive the formal bid process and request 3 informal bids to address emergency life threatening situations.

4. PAYMENT AND CONTRACT PERFORMANCE

A. Draw Schedule

Rehabilitation projects will consist of a maximum of three (3) draw payments against the total sum of the contract price. Payments will be based on an inspection of the work completed in the work write-up. The Contractor shall submit a payment invoice to the Department Staff, on the form provided by Staff, for the portion of the work completed. For each draw request, the work for which the Contractor is requesting payment must have passed all inspections required by the Building Department. The final draw will require a Release of Lien from both the Contractor and subcontractor for the amount of work being paid. The Contractor must pay all suppliers and subcontractors for the work under the specific draw. The final draw will be withheld until all the punch list items have been completed.

No payment shall be released until the Department and the Owner are satisfied with the work performed by the Contractor and its subcontractors.

The draw schedule will be as follows;

- First Draw: 40%**
- Second Draw: 30%**
- Final Draw: 30%**

B. Contractor Payments

Payments to the Contractor will be made by the Department on behalf of the Owner in accordance with the Draw Schedule outlined above. To initiate each draw payment, the Contractor is required to complete and submit the Contractor Payment Request Form to the Department staff.

First draw must also include a copy of any permits required to begin work.

Second draw must include any additional permits that may be required to complete work. County staff must verify work that is listed complete on the Payment Request Form.

The Final Draw will be held until the following items have been completed and copies received by County Housing Staff.:

1. Contractor's work has passed all required inspections completed by the Building Department.
2. A Final Inspection or Certificate of Occupancy has been issued by the Building Department.
3. A Final Inspection has been completed by Department staff.
4. The Final Punch List has been completed.
5. A Final Release of Lien has been submitted by the Contractor.
6. All warranty information has been provided to the Department staff.
7. All Final Releases of Lien have been submitted by subcontractors.
8. The construction site is broom clean and ready for occupancy.

C. Payment Reduction

Based on the results of a required inspection by Department staff and/or the Building Department, the Department has the right to reduce the payment amount or withhold payment due to:

1. Defective or non-satisfactory work
2. Incomplete work
3. Required draw documents not submitted
4. Default under the contract
5. Outstanding claims filed, or with reasonable evidence indicating probable filing of claims
6. Failure of the Contractor to make payments to subcontractors, laborers or material suppliers for work under the contract
7. The amount of work completed is less than the amount of the draw
8. Other requirements not met

When the above conditions have been corrected or resolved, payments shall be made to the Contractor.

D. Change Orders

The Contractor agrees that no alteration of materials or labor described in the original work order shall take place unless in writing and mutually agreed upon by the Owner, Contractor and Department staff. All changes must be submitted on the Change Order Form provided by the Department, signed and dated by the Owner, Contractor, and authorized by Department staff. Any work performed by the Contractor outside the Scope of Work not approved by a written Change Order will not be paid. Change orders must conform to the standards and specifications of the program. If a building inspection is required, work authorized under the change order must be submitted for inspection, review and approval by the Building Department. Requests for extensions of time must be submitted in writing on an approved Change Order form justifying project delays and submitted prior to the existing contract deadline. Requests for extensions of time will be approved only for circumstances beyond the Contractor's control that can be documented. Any changes made will be bound by the executed contract, incorporated into the project and subject to the all program requirements, policies and procedures.

E. Suspensions and Disqualifications

Contractors will be suspended or disqualified from participation under the housing programs for any of the following conditions:

1. Self-imposed: A Contractor may disqualify him/herself before signing a contract for conflicting work contracts or personal hardship.
2. Lack of Participation: A Contractor that does not respond to three consecutive bids may be removed from the Active Contractor List and will no longer receive invitations to bid.
3. Insurance Violations: Contractors must have insurance at all times. Any changes in coverage must be reported to the Department and the Building Department in writing within five working days of such said change, including renewals. Contractors who fail to have required insurance will be automatically suspended until proof of insurance is provided.
4. Business License Violations: Any Contractor who has a license suspended, revoked, rejected or inactivated will be automatically disqualified from bidding. All licenses must be current and a copy provided to the Department.
5. Failure to Honor Warranties: Any Contractor who fails to honor a warranty/guarantee from a previous contract will be removed from the Active Contractor List for one year and must reimburse the County/Department for the cost incurred to correct the work covered by the warranty. This also applies to work performed by a subcontractor hired by the Contractor to perform work. Contractors who fail to reimburse the County/Department for correcting work covered by the warranty will be

permanently removed from the Active Contractor List and reported to the Florida Department of Business and Professional Regulation.

6. Default: Contractors who default under the contract or fail to complete an assigned project, will be permanently removed from the Active Contractor List and disqualified from participating in any current and future programs through the Department.
7. Willful Misconduct: Willful misconduct by the Contractor, its employees or its subcontractors while engaged in a County work project is unacceptable. The Contractor may be disqualified from the program for allowing behavior including, but not limited to, theft, lewd or lascivious acts, foul language, public intoxication and illegal drug use, willful destruction of Owner's property or abusive behavior towards the Property Owner or County staff.
8. Contractor Negligence: Contractors that do not adhere to building codes, construction industry standards, contract specifications, and material requirements will be permanently removed from the Active Contractor List. Department staff retains the right to terminate a contract and award the contract to another Contractor.
9. Payment Delinquency: Failure to pay subcontractors or material suppliers permanently disqualifies the Contractor from participation in the program.
10. Kickbacks/Price Fixing: Any evidence of kickbacks or price fixing by or between Contractors, its employees, officers, owners, agents, partners, representatives or any other affiliates will automatically disqualify the Contractor permanently from participation under the housing programs.
11. Brokering of Work: No person or persons shall broker any County contract to another licensed or unlicensed Contractor. Anyone found brokering work, or receiving a brokered contract, will be immediately suspended and disqualified indefinitely from participating in any program through the County.
12. Delays: Contractors experiencing delays in completing work within the required deadline will not be awarded additional work until the delayed projects have been completed to the satisfaction of the Department. Contractors who experience delays on three (3) successive projects will be removed from the Active Contractor List for one year, unless the delays were caused by factors beyond the Contractor's control and the Contractor obtained extensions of time as needed through Change Orders.

F. Lien Waivers

The Contractor shall protect, defend, and indemnify the Department and the Owner from all claims of unpaid work, labor or materials. The Contractor must sign a Release of Lien at the final draw request before payment can be released. It is the Contractor's responsibility to obtain Release of Liens from its subcontractors, material suppliers, and any other parties associated with said project.

G. Inspections

The Department reserves the right to inspect all work performed by the Contractor at any time during the construction. An inspection is required prior to approval of each draw.

5. PROJECT RESPONSIBILITIES

A. Government Responsibility

The Department is responsible for the day-to-day administration of the programs and qualifies the applicant, conducts or arranges for pre-bid inspections, prepares the work write-up and Scope of Work, prepares and sends out bid packages, schedules pre-bid meetings, awards bids, conducts or arranges for inspections during and after rehabilitation work, and makes payments on behalf of the Property Owner. The Department is

responsible for overseeing the work of any Sub recipients, sponsors or contractors hired under a contract with a third-party firm or under an interdepartmental agreement.

B. Construction Agreement

The Agreement for construction services is between the Contractor and the Property Owner and must be executed prior to receiving Notice to Proceed. The Owner will also execute an agreement with the County outlining the roles and responsibilities of each party. **Contractors are not authorized to begin work until they receive a Notice to Proceed.**

C. Contract Signee

Only the Property Owners, the License holder, or the Financially Responsible Officer (FRO) of the Contractor or corporate officer duly authorized by resolution may sign documents for the contract between the Owner and Contractor.

D. Access to Property

All parties involved in the construction process shall have access to said property during normal business hours. In the event that the Property Owner continues to occupy the property during construction, a time of operation will be established between the Owner and the Contractor as specified in the contract.

E. Utilities

When existing utilities are available, the Property Owner will provide use of water and electricity at no cost to the Contractor, unless otherwise noted. It is the Contractor's responsibility to locate and mark all utilities prior to the start of construction.

F. Equipment Storage

The Contractor and subcontractors will be solely responsible for the security of their equipment, tools and materials on the construction site. The Property Owner, the County, its employees, or affiliates will not be held liable for any losses or damages sustained during the construction project. The Contractor shall not store equipment and materials on said property that is not used for the work described in the contract. Materials and equipment will be stored in such a way to protect the occupant from injury or incidents.

G. Personal Property

Homeowners will be asked to remove valuables and personal property from the work area prior to the commencement of work. Personal property belonging to the Property Owner that remains on the construction site shall be protected and preserved throughout the duration of the project. The Contractor shall hold harmless the Property Owner and the County for any damages created by the Contractor or their affiliates during construction.

H. Property Damage

The Contractor will be held liable for all property damage caused by their employees, equipment, tools, subcontractors, material suppliers, or any other affiliates authorized by the Contractor or their affiliates to do business on the construction site. The Contractor shall make every effort available to avoid damages to the Owner's personal property at all times. Any damage sustained to the property or its contents must be reported immediately to the Department and the Property Owner.

I. Permits and Impact Fees

The Contractor will secure all necessary permits, notices of commencement, etc., required to perform the work as described in the contract. No work shall commence without the required permits and the Contractor must ensure that all subcontractors do the same.

J. Warranties

The Contractor agrees to warrant all labor and materials used during construction for a minimum period of one year from the date of completion. Any and all extended warranties beyond one year shall be provided to the Property Owner at the completion of the contract. These warranties will consist of appliances, HVAC, plumbing fixtures, electrical fixtures, roofing, garage doors and openers, windows and doors, hardware, paint, flooring, cabinets, etc. If a warranty issue should arise within warranty period, the Contractor is expected to respond within 72 hours for non-emergencies and within 24 hours for emergencies to resolve the issue. If the Contractor fails to respond to and remedy a warranty issue, they will be disqualified from the program for one year and must reimburse the Department for any work contracted to correct the warranted work. If the Contractor fails to reimburse the Department for work covered under the Contractor's warranty, the Contractor will be permanently removed from the Active Contractor List and will be reported to the Florida Department of Business and Professional Regulation.

K. Disputes

The Department staff will work to resolve all disputes between the Property Owner and the Contractor. All disputes not resolved by program staff should be reported to Florida Housing Finance Corporation for possible resolution before they move to arbitration. All unsettled claims or disputes between the Property Owner and the Contractor arising out of or related to the work shall be submitted to arbitration under the laws governed by the State of Florida. Notice of the demand for arbitration shall be filed in writing with the other party to this agreement, and shall be made within a reasonable time after a dispute has arisen. The award rendered by the Arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The prevailing party may be entitled to recover all costs, including reasonable attorney's fees.

L. Room Completion

As the Contractor completes areas during rehabilitation, the Property Owner may use that area for their personal use. If any damages occur to a completed area occupied by the Property Owner during rehabilitation, the Property Owner will be held liable for such damages.

6. CONTRACTOR QUALITY AND STANDARDS

A. Insurance

The Contractor agrees to carry adequate insurance coverage for liability and workers' compensation as required by state law and the Building Department. Any changes in insurance coverage, including renewals, must be provided in writing within five working days to the Department and the Building Department. It is understood that any subcontractors hired or working with the Contractor must have adequate insurance coverage for liability and workers' compensation. The Contractor must provide a Certificate of Insurance to the Department and submit any changes or renewals. The Contractor has the option of purchasing builders risk insurance for the projects. If the contractor chooses not purchase builders risk insurance, the contractor will be held personally responsible for theft or other losses incurred in the project.

B. Coordination of Work

The Contractor is responsible for the coordination of all work described in the contract and agrees to schedule all work in the proper order for the operation of all trades, material, and workers engaged in the contract. It is agreed that no exterior work, such as re-roofing, will be performed during adverse weather conditions that would cause damage to the Owner's property.

C. Codes

The Contractor will comply with all building and code regulations and ordinances required by the Building Department. The Contractor will not be held responsible for pre-existing violations of code or building laws except where corrections of such violations are required within the scope of the contract. It is the Contractor's responsibility to stay informed of all changes to the building code and County ordinances.

D. Licenses

Contractors must possess a valid State of Florida Occupational License issued by the Department of Business and Professional Regulation, and any additional licenses required by the Building Department to obtain a permit. Required documents must be on file with the Housing and the Building Department. Any changes, including renewals, must be submitted within 5 working days of such said change. Any violations or discipline against the Contractor must be reported in writing to the Department within 5 working days.

E. Material Quality

The Contractor must furnish all materials necessary to complete the contract. All materials used and installed must be new and of good quality, free from faults and defects as specified in the work write-up. Any deviations of materials from the work write-up must be approved by the Department staff in writing before installation, and the Department staff retain the right to request documentation from the manufacturer to show that the quality is equal to or better than the product requested on the work write-up. Substituted materials not approved by the Department staff must be removed by the Contractor and replaced with the required material at the Contractor's expense. All damage caused by said removal and replacement shall be at the Contractor's expense. All materials used by the Contractor are subject to inspection.

F. Labor Quality

All labor provided by the Contractor or subcontractor must be performed by skilled, trained professionals. Tradespersons, when required by County or State law, shall be licensed. All work performed by the Contractor and any associates will be inspected by the Department staff and is expected to conform to the contract, building codes and professional work ethics.

G. Safety

The Contractor agrees to keep the construction site a safe working environment at all times. All trash and debris will be picked up during the course of work, as well as tools and equipment when applicable, to ensure safety for the workers and Property Owner. Chemicals and flammables such as paints and solvents shall be removed daily, or locked in a suitable secure location, to prevent accidents.

H. Clean-Up

The Contractor agrees to keep the construction site cleared of trash and construction debris, cleaning the site on a daily basis. The Contractor will provide a dumpster or other approved receptacle as specified in the scope of work.

I. Completion Deadline

The Contractor is required to complete all work within the time allowed as described in the contract agreement. Extensions may be granted to the Contractor for circumstances beyond their control such as weather delays, natural disasters or national emergencies. If the work is not completed on time, the Contractor will be removed from the Active Contractor List and disqualified from bidding for one year. Contractors that experience delays due to inclement weather, natural disasters, or factors outside their control must request an extension of time in writing with supporting documentation, such as weather reports, that must be approved by the Property Owner and the Department staff.

J. Hold Harmless

The Contractor shall agree to defend, indemnify, and hold harmless the Property Owner and the Department from liability and claim for damages due to bodily injury, death, property damage, sickness, disease, theft, or loss and expenses arising from the Contractor's performance under this agreement to install, develop or make home improvements. The Contractor is acting in the capacity of an independent contractor with respect to the Property Owner and the County housing department.

K. Regulations

Contractors must comply with all state and local statutes, regulations, ordinances and policies applicable to all projects. Federally funded projects require compliance with the Lead Based Paint requirements, Davis-Bacon Act and all other applicable laws and regulations. Contractors who have been debarred from working in federally funded projects cannot participate in this program.

NOTE:

The Department reserves the right to amend the Contractors Handbook at any time. Revisions will be provided to all Contractors on the Active Contractor List.