



GLADES COUNTY

State Housing Initiatives Partnership



PO Box 1527 – 198 Sixth Street SW – Moore Haven, FL 33471 – Ph.: 863-946-6124 – Fax: 863-946-1535

SHIP Administrator

198 Sixth Street SW

P.O. Box 1527

Moore Haven, Florida 33471

Phone: 863-946-6124

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Email: CRicker@MyGlades.com

GLADES COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS

RFP# 2018-DPA/REHAB-1 WOODWARD

RFP DUE DATE/TIME

FEBRUARY 15TH, 2019, 2:00 PM EST

MANDATORY PRE-BID CONFERENCE

JANUARY 29TH, 2019 4:00 PM EST

RFP NUMBERS

#2018-DPA/REHAB 1 - WOODWARD

POINT OF RECEIPT

SHIP Office

Attn: Cindy Ricker

SHIP Administrator

198 Sixth Street SW

P.O. Box 1527

Moore Haven, FL 33471

SECTION 1
GENERAL INFORMATION & INSTRUCTIONS

1) DEFINITIONS

- a. Glades County hereinafter will be referred to as "County".
- b. "Responder" shall be any entity or individual submitting a response for the pending solicitation.
- c. All references to days in this solicitation mean calendar days, unless otherwise stated.
- d. All references to "shall", "must", and "will" are to be interpreted as mandatory language.
- e. The Request for Proposals is a competitive selection method selected for this pending solicitation and will be referred to as the "RFP".
- f. "Successful Responder" shall be the successful Responder with whom the Contract is entered by the County.

2) PURPOSE

- a. The County seeks responses from qualified Responders to procure all necessary materials and labor for the RFP's listed above in unincorporated Glades County, Florida. The Scope of Work of the projects are further described in Exhibit A. The funding for this project is being provided through the State Housing Initiatives Partnership (SHIP) Program.
- b. This RFP has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by Responders who wish to submit a response for consideration.

3) INSTRUCTIONS

a. **Each Responder shall submit in an enclosed and secured envelope or package the RFP, one FULL document with all pages including write up clearly marked as "Original", and six (6) clearly marked as "copies" of just the write up.** The Responder shall clearly mark and display the Responder's name and address, as well as the RFP number on the outside of the envelope/package. Glades County shall not be responsible for unidentified responses.

Responses shall be addressed to: Clerk of Court
500 Avenue J
P.O. Box 1527
Moore Haven, FL 33471

Hand delivered responses should be delivered to the same above-referenced address.

- a. Each Responder shall submit their response to the SHIP Office no later **February 15th, 2019, 2:00 p.m. EST** at which time all responses will be opened and only the names of the Responders will be announced. Responses received after the deadline will not be considered and will be returned unopened. Responders mailing their response must allow a sufficient mail delivery period to insure timely receipt of their response by Glades County. Glades County is not responsible for responses delayed by mail and delivery services. The delivery of the sealed response envelope required from each Responder prior to the time and date of the deadline for submitting responses is solely and strictly the responsibility of the Responder.
- b. Responses shall remain firm for not less than one hundred twenty (120) calendar days from the response deadline stated above.
- c. The County shall not be liable for any costs associated with the preparation of responses to this solicitation; therefore, all costs shall be borne solely by the Responder.

- d. Prior to submitting a response, each Responder shall carefully examine the RFP document, study and thoroughly familiarize himself/herself with the specifications/requirements of the RFP documents and notify Glades County of any conflicts, errors, or discrepancies. Each responder is solely responsible for reading and completely understanding the requirements and specifications of the RFP documents.
- e. Before submitting responses, interested firms or individuals must make all necessary investigations to inform themselves thoroughly as to all requirements of this Request for Proposal Selection Process. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the future will be accepted as an excuse for any failure or omission on the part of the successful responder to fulfill, in every detail, all of the requirements of the RFP and all of the professional services and contractor (design/build) services contract requirements of the County for the subject project, nor will they be accepted as a basis for any claims whatsoever for extra compensation.
- f. By submission of a response, each Responder guarantees that all goods and services shall meet the requirements of the RFP during the contract period.
- g. All Responders are hereby notified that any deviations from the requirements stated in the RFP documents or any failure to submit all information required by the RFP documents may result in the rejection of their response by Glades County, in Glades County's sole discretion. All submitted responses must be properly signed and, where applicable, corporate and/or notary seals must be attached. All blanks on all forms must be completed in writing. All names of all individuals executing documents must be typed or printed below their signature.
- h. Responses may be withdrawn, in writing, as long as the written withdrawal is actually received by the SHIP Administrator, Cindy Ricker at the address listed above, prior to the deadline fixed for the receipt of responses. Responders cannot withdraw or modify their responses after the response deadline of 2:00 PM on February 15th, 2019.
- i. Responders cannot assign or otherwise transfer their responses to others either prior to or after they are submitted.
- j. Faxed responses or emailed responses will not be accepted.
- k. Each Responder shall separately describe any specific work or actions that the Responder is not including in the response scope or work, including specific professional services and contractor (design/build) services that are not included.
- l. Each Responder shall follow the below stated directions for response preparation:
 - i. All responses shall be complete and carefully worded, and must convey all of the information requested by Glades County. If significant errors are found in the response, or if the response fails to conform to the essential requirements of the RFP, Glades County, in its sole discretion, will determine whether to accept or reject the response because of the variance.
 - ii. Responses are to be prepared simply and in a manner designed to provide Glades County with a straightforward presentation of the Responder's capability to satisfy the requirements of this RFP. The Responder's response must follow the RFP format, utilizing the same section titles, schedules, and paragraphs.
 - iii. The Responder must clearly mark as "Confidential" each part of their response which they consider to be proprietary information that could be exempt from disclosure under Florida law as set forth in Florida Statute Section 286.011, as amended. Glades County reserves the right to determine whether any response information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination.
 - iv. The Responder shall make its response in the official name of the entity or individual under which business is conducted (showing official business address).

- v. The Responder shall include on the response the **Federal Employer Identification Number (FEIN)** and the **DUNS number** of the entity issuing the response (or in the absence of FEIN and DUNS numbers, the Social Security Number of the individual issuing the response).
- vi. The Responder shall include all applicable requested information and is encouraged to include any additional information the Responder wishes to be considered. If the response includes any comments over and above the specific information requested in the RFP, the Responder shall include this information as a separate Exhibit B-4 to the response.
- vii. The Responder shall clearly write in ink or type-write all information requested in this RFP and shall complete all blanks in the RFP.
- viii. A person duly authorized to legally bind the Responder shall execute all required documents in ink.
- ix. Each copy of the response should be bound in a single volume where practical.
- x. All Responders submitting a response in this competitive selection process are responsible for all errors in their response.

To maintain the integrity of the competitive selection process, all contacts and discussions shall be directed to the SHIP Administrator.

- o. Verbal comments or discussions with County personnel relative to this RFP shall not be binding on the County.
- p. The successful Responder must provide a project performance bond and a project payment bond which satisfies the requirements of Florida law for a public agency project. A bid bond shall not be required for this project. Each Responder must submit satisfactory information to verify their ability to satisfy the necessary bond requirements for the project.
- q. All responses must include the following information for the Responder and all subcontractors, if any. If two separate entities are providing the design services and constructor services, the following information shall be provided for each separate entity. The following information shall be described in Exhibit B-1.
 - i. **QUALIFICATIONS (Exhibit B-1)**
 - a. An overview of the responder and all subcontractors, if any, including, if applicable, the number of business officers, partners, members, shareholders and professionals employed by the responder.
 - b. The number and type of governmental clients served and the number and type of private sector clients served in projects similar to the subject project.
 - c. A description of any disciplinary actions or lawsuits that have been instituted or proposed against the responder and any subcontractors during the last three (3) years, which includes a final or expected outcome, and any pending disciplinary matters or lawsuits of which the responder is aware (these disclosure requirements pertain to all officers, directors, shareholders, partners, members and other licensed individuals employed by the responder or by any subcontractors).
 - d. The selected Responder will be required to acquire general commercial liability insurance coverage of not less than Two Million Dollars (\$2,000,000.00), Workers' Compensation, vehicle insurance coverage of not less than One Million Dollars (\$1,000,000.00), professional liability coverage of not less than One Million Dollars (\$1,000,000.00), and other insurance coverages that are required by the County for the project. Each Responder shall submit evidence of the Responder's ability to acquire the necessary insurance coverages for the project.
 - e. Evidence of whether the responder, or any subcontractors, has ever failed to provide similar professional services and contractor (design/build) services or contractor (design/build) services to a contracting party that is a government agency or otherwise similar to Glades County.
 - f. Evidence of whether the responder, or any subcontractors, has ever been refused approval by any Federal, State, or other government agency as a responder on a similar RFP.

- g. Description of experience and familiarity with projects of a similar nature, including dates, description, budget, final cost, time schedule, change orders and compensation received in connection with work performed.
- h. Provide a statement of whether the responder has a Drug Free Workplace Policy.
 - (1) The Responder shall be required to execute Exhibit C attached hereto concerning the Responder's Drug-Free Workplace Program.
 - (2) The Responder should indicate whether it or any of its subcontractors are a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.
- ii. References (Exhibit B-1 continued)
 - a. Please provide a list of the last five (5) design services and contractor (design/build) services contracts entered into with government agencies under similar factual circumstances. The list must include the following information:
 - (1) names of contracting parties;
 - (2) name, address, telephone number and email address of contact person for the contracting government agency;
 - (3) date of contract;
 - (4) general scope of work provided;
 - (5) other relevant information concerning the project scope of work or the design services and contractor (design/build) services provided.
 - b. Please provide a list of no less than three (3) and preferably five (5) references. Each reference must include the following information:
 - (1) name of reference;
 - (2) name of contact person for the reference;
 - (3) telephone number of the contact person for the reference;
 - (4) address of the contact person for the reference;
 - (5) electronic mail address of the contact person for the reference;
 - (6) facsimile number of the contact person for the reference.

4) EVALUATION, AWARD CRITERIA, AND SELECTION PROCESS

- a) The County may conduct such investigations as the County deems necessary and appropriate to assist in the evaluation of any response and to establish the responsibility, qualifications, and financial ability of any Responder.
- b) The SHIP Administrator and/or the County Manager shall conduct response evaluations and present recommendations to the Glades County Board of County Commissioners for its consideration in selecting a Responder.
- c) The Board of County Commissioners reserves the right to waive any and all deficiencies in any response, in its sole discretion. Further, the Board of County Commissioners reserves the right to accept the response that, in its judgment, will be in the best interest of the County or to reject any or all responses, in its sole discretion, and to take such other and further action as the Board of County Commissioners deems appropriate and in the best interest of the County, in its sole discretion. The County reserves the right to re-advertise for additional responses to the Request for Proposal, in its sole discretion.
- d) All Responders will be notified of the Board of County Commissioners' decision on the selecting/ranking of the Responders within seven (7) calendar days after the date of the said action.

- e) In all cases, the Board of County Commissioners reserves the authority, in its sole discretion, to take such official action that it deems to be in the best interest of the County in a manner which satisfies the requirements of Florida law.
- f) By submitting a response, each responder recognizes and agrees that the County may reject its response based upon the County's exercise of its sole discretion.
Every responder waives any claims it may have for damages or other relief resulting directly or indirectly from the rejection of its response based upon any ground whatsoever including the County's exercise of its sole discretion and the County's disclosure of, or refusal to disclose, any pertinent information related to the reasons for the County's rejection of said response.

5) POST AWARD REQUIREMENTS

a) EXECUTION OF AGREEMENT

The Successful Responder shall sign and deliver the negotiated Agreement with Glades County and such other required Agreement Documents to the County within thirty (30) Calendar Days after the Agreement has been approved by the Board of County Commissioners. This RFP and the successful Responder's response shall be incorporated into, and made a part of, the Agreement.

b) DELIVERY OF CERTIFICATES OF INSURANCE AND BONDS

When the Successful Responder delivers the executed Agreement to Glades County, the Successful Responder shall also deliver to the County such Payment Bonds, Performance Bonds, and Certificates of Insurance as may be required.

6) GENERAL INFORMATION AND REQUIREMENTS

a) AFFIRMATIVE ACTION

The Successful Responder shall take affirmative action to comply with all Federal, State and County requirements concerning fair employment, employment of the handicapped, and treatment of all employees, without regard to, or discrimination by reasons of, race, color, sex, religion, national origin, disability, or marital status.

b) AMBIGUOUS OFFERS

Responses that are uncertain as to terms, delivery, compliance requirements, and/or specifications, may be rejected or otherwise disregarded by Glades County, in Glades County's sole discretion.

c) EXPLANATION TO PROSPECTIVE RESPONDERS

Every effort has been made to ensure that all information needed is included in this RFP. If a Responder finds the Responder cannot complete their response without additional information, the Responder may submit written questions to the County Manager before the deadline set forth herein. No further questions will be accepted after the deadline set forth herein.

d) AMENDMENTS

All amendments to and interpretations of this solicitation shall be in writing and signed by the County. Any amendments or interpretations that are not signed and in writing shall not legally bind the County or its agents. It is the Responder's responsibility to acknowledge receipt of amendments by signing and returning one (1) copy of the amendment with their response submittal. All addenda to the RFP shall be issued by the County in writing and, to the greatest extent possible, the County will provide a copy of the written addenda to firms and individuals who have indicated an interest in responding to the Request for Qualifications; however, it is the sole responsibility of each interested firm or individual to inquire of the County as to whether any addenda have been issued and the County shall incur no liability for failing to provide a copy of any addenda to any firm or individual.

e) LIMITATIONS ON DISCUSSIONS

By a submission of a response to this solicitation, each Responder agrees that during the time following issuance of the RFP and prior to final award of an Agreement, each Responder shall not discuss this procurement with any party except the SHIP Administrator. No Responder shall attempt to negotiate with

any other parties, and no Responder shall discuss any aspects of the procurement with any other parties without the prior written approval of the County Manager.

f) REJECTION OR ACCEPTANCE OF RESPONSES; WAIVER OF TECHNICALITIES AND IRREGULARITIES

- i. The County shall reserve the unqualified right to reject any and all responses or accept such responses, as appears in the County's own best interest.
- ii. The County shall reserve the unqualified right to waive technicalities or irregularities of any kind in solicitations made pursuant to this RFP.
- iii. In all cases, the County shall be the sole judge as to whether a Responder's response has or has not satisfactorily met the requirements to solicitations made pursuant to this RFP.
- iv. The County may reject any response that fails to conform to the requirements of the RFP.
- v. The County may reject any response that does not conform to the applicable specifications unless the RFP authorized the submission of alternate Responses and the services offered as alternates meet the requirements specified in the RFP.
- vi. The County may reject any response that fails to conform to any delivery schedule or permissible alternates stated in the RFP.
- vii. The County may reject a response when the Responder imposes conditions that would modify requirements of the invitation or limit the Responder's liability to the County, since to allow the Responder to impose such conditions would be prejudicial to other Responders.
- viii. A Responder may be required to delete objectionable conditions from a response.
- ix. Responses received from any person or concern that is suspended, debarred, proposed for debarment or declared ineligible as of the response opening date shall be rejected unless a compelling reason is made by the Responder and accepted by the County.
- x. The Board of County Commissioners shall reject Responses received from Responders where the response is determined to be non-responsive.
- xi. The originals of all rejected Responses, and any written findings with respect to such rejections, shall be preserved with the papers relating to the RFP.

g) COMPLETE DOCUMENTS

All supplementary documents and attachments are essential parts of this RFP and requirements occurring in one are as binding as though occurring in all.

h) RFP ADMINISTRATION

Questions or problems arising during the RFP award process shall be directed to the SHIP Administrator and/or the County Manager.

j) PUBLIC ENTITY CRIMES

Section 287.133 (3) (a), Florida Statutes requires submission of a sworn statement regarding Public Entity Crimes which must be signed and notarized and submitted with the response for the responder and all subcontractors, if any. A form for this purpose is attached hereto as Exhibit F.

k) WITHDRAWAL OF RESPONSES

Responses may be withdrawn either in writing or in person through an authorized representative at any time prior to the submission deadline. Once opened, responses may not be withdrawn or modified except to the extent agreed to by the County during subsequent Agreement negotiations.

l) RESPONSES AS PROPERTY OF GLADES COUNTY

Once a response is received, it becomes the property of the County and may not be returned to responders even when they are withdrawn from consideration.

m) PUBLIC INSPECTION OF RESPONSES

Responses may be made available for public inspection at the time described in section 119.07, Florida Statutes.

n) RIGHT OF REJECTION

To reiterate, in all instances, the County shall have the unilateral right to reject any and all responses and waive any and all deficiencies or irregularities in any responses submitted by any responder in the County's sole discretion, and in a manner which satisfies Florida law. In particular, the failure of any responder to satisfy all requirements of this Request for Qualifications may result in the rejection of the responder's response by the County, in the County's sole discretion.

o) NON-DISCRIMINATION

The County does not discriminate on the basis of age, race, color, sex, religion, national origin, disability or marital status.

p) SWORN RESPONSE

All responses must be executed and dated on Page 12 by an authorized representative of the responder who must also print the name, title, mailing address, telephone number, facsimile number, and occupational license number of the responder. Each responder must execute their response under oath in the presence of a notary public who must complete a notarization paragraph.

q) AFFIRMATIONS

Each responder shall be required to include signed and notarized written Affirmations with their response. The form of the Affirmations that must be signed, notarized and submitted with each response is attached hereto as Exhibit E.

r) POSSIBLE AGREEMENT TERMS

The following Agreement concepts/terms are expected to be included in the Agreement between the County and the selected Responder in addition to other Agreement terms negotiated by the parties. By including the following Agreement terms in this RFP, the County is not bound to agree to the Agreement terms as specifically written herein.

i. Default

In case of default by the Successful Responder, the County reserves the right to purchase any or all services in open market, charging said Responder with any excess costs. Should such charges be assessed, no subsequent Responses of the defaulting Responder shall be considered until the assessed charges have been satisfied.

ii. Subcontracts

Responder shall not subcontract work without the prior written consent of the County, and any such subcontract entered without consent of the County shall be null and void. If Responder proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor, with the proposed scope of work which its subcontractor is to undertake. Any subcontractors who are known at the time of the submittal of the RFP response shall be included as a part of the Responder's Exhibit B-1. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. Responder shall not enter into any cost reimbursable agreements with any proposed subcontractor without County's prior written authorization. Notwithstanding any consent by the County to a proposed subcontract, Responder shall remain responsible for all subcontracted work and services. Responder agrees it shall be as fully responsible to the County for the acts and omission of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Responder. Neither this provision, the agreement, the County's authorization of Responder's agreement with a subcontractor, County's inspection of a subcontractor's facilities or work, or any other action taken by the County in relation to a subcontractor shall create any contractual relationship between any subcontractor and the County. Responder shall include in each of its subcontracts a provision embodying the substance of this provision and shall exhibit a copy thereof to the County before commencement of any work by a Subcontractor. Responder's violation of this provision shall be grounds for the County's termination of Responder's agreement for default,

without notice or opportunity for cure. In addition, Responder shall indemnify and hold the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor of Responder (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

- iii. **Florida Sales Tax**
Glades County is not subject to sales taxes on purchases of goods and services; therefore, the County may procure certain goods or services for the purpose of saving the cost of sales taxes.
- iv. **Indemnification**
Responder shall indemnify, defend and hold harmless the County, its employees, Commission members, agents, attorneys, and officers, each from and against all loss, damage, claims, and actions, and all expenses, including, but not limited to, attorney's fees and costs, incidental to such claims or actions, including but not limited to liability as a result of injury to or death of any person, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by the Responder or anyone acting under its direction or control or in its behalf in the course of its performance under the agreement to be entered hereunder, and directly or indirectly caused, in whole or in part, by acts or omissions, negligence or otherwise, of Responder or an agent of the Responder or an employee of any one of them, regardless of the negligence of the County or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole gross negligence or willful misconduct of the County. Upon request of the County, Responder shall, at no cost or expense to the County, defend any suit asserting a claim for any loss, damage or liability specified above, and Responder shall pay any cost and attorneys' fees that may be incurred by the County in connection with any such claim or suit or in enforcing the indemnity granted above.
- v. **Severability**
If any term or provision of any agreement resulting from this solicitation shall be found to be illegal or enforceable, notwithstanding any such legality or enforceability, the remainder of said agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable therefrom.
- vi. **E-Verify**
The successful Responder, upon entering into an Agreement with Glades County, shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement 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 Agreement term.
- s) **FAILURE TO SUBMIT RESPONSE**
Recipients of this solicitation not responding with a response should return the "No Response Form" attached as Exhibit D hereto.
- t) **NON-APPROPRIATION**
In case of non-appropriation of funds from the State of Florida, the federal government or otherwise, Glades County may terminate the subject Agreement in whole or in part without further obligation to the Responder.

The undersigned Responder has read and understands the provisions contained in the RFP and agrees to be bound by same.

RESPONDER

FEIN/SSN: _____

(Name of Corporation or Entity) _____

By: _____

Name: _____

Title: _____

Signature: _____ Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was subscribed and acknowledged before me by _____
_____ of _____, a _____ corporation, on behalf of
_____, this ____ day of _____, 2019.

Personally Known or Produced Identification

Type of Identification Produced _____

Notary Public

Print Name

NOTARY SEAL

THIS PAGE MUST BE SIGNED AND RETURNED WITH RESPONSE

EXHIBIT A

DESCRIPTION OF SCOPE OF WORK

EXHIBIT B

BASIC RESPONSE SUBMITTALS

The completion of the Exhibit B-1 and Exhibit B-2 referenced below, will provide basic information about the Responder and the Responder's services that will be provided to the County related to the subject project. If there are separate entities which are providing any of the services and if there are any known subcontractors who will be providing any part of the design services or the constructor services, the information required in this RFP must be provided for each of the separate entities.

1. The Responder shall submit, as Exhibit B-1 of the response, a description of qualifications and relevant experience of the responder. If there are separate entities, provide a separate description of the qualifications and relevant experience for known subcontractors who are going to provide either professional services and/or constructor services. At a minimum, Exhibit B-1 must include a description of the following qualifications and relevant experience items:
 - a. An overview of the responder and all subcontractors.
 - b. The number and type of governmental clients served and the number and type of private sector clients served in projects similar to the subject project.
 - c. A description of any disciplinary actions or lawsuits that have been instituted or proposed against the responder and any subcontractors during the last three (3) years, which includes a final or expected outcome, and any pending disciplinary matters or lawsuits of which the responder is aware (these disclosure requirements pertain to all officers, directors, shareholders, partners, members and other licensed individuals employed by the Responder or by any subcontractors).
 - d. The selected Responder will be required to acquire general commercial liability insurance coverage of not less than Two Million Dollars (\$2,000,000.00), Workers' Compensation, vehicle insurance coverage of not less than One Million Dollars (\$1,000,000.00), professional liability coverage of not less than One Million Dollars (\$1,000,000.00), and other insurance coverages that are required by the County for the project. Each Responder shall submit evidence of the Responder's ability to acquire the necessary insurance coverages for the project.
 - e. Evidence of whether the responder, or any subcontractors, has ever failed to provide similar professional services and contractor (design/build) services or contractor (design/build) services to a contracting party that is a government agency or otherwise similar to Glades County.
 - f. Evidence of whether the responder, or any subcontractors, has ever been refused approval by any Federal, State, or other government agency as a responder on a similar RFP.
 - g. Description of experience and familiarity with projects of a similar nature, including dates, description, budget, final cost, time schedule, change orders and compensation received in connection with work performed.
 - h. Description of the responders' current and projected workloads and the management structure or organization proposed for the provision of the services necessary to meet the County's needs for the design services and contractor (design/build) services required for the project.
 - i. Include a comprehensive list of similar projects the project manager(s) has completed in the past five (5) years which includes the name and telephone number of contact persons or the owners of such projects.

- (1) Please provide a list of the last five (5) contracts entered into with government agencies under similar factual circumstances. The list must include the following information: names of contracting parties; name, address, telephone number and email address of contact person for the contracting government agency; date of contract; general scope of work provided;

- (2) other relevant information concerning the project scope of work or the design services and contractor (design/build) services provided.

j. Debarment Forms filled out and signed by Responder and Sub-contractors

- k. Please provide a list of no less than three (3) and preferably five (5) references. Each reference must include the following information:

- (1) name of reference;
- (2) name of contact person for the reference;
- (3) telephone number of the contact person for the reference;
- (4) address of the contact person for the reference;
- (5) electronic mail address of the contact person for the reference;
- (6) facsimile number of the contact person for the reference.

**EXHIBIT B-1
QUALIFICATIONS**

List of all sub-contractors if any.
Attach the qualifications of the Responder required in Exhibit B, Section 1, above.

EXHIBIT B-2

ADDITIONAL INFORMATION

Attach any additional information of the Responder as referenced in the Instructions section of the RFP (Section 3.n.vi).

**EXHIBIT C
DRUG FREE WORKPLACE AFFIRMATION**

The Responder affirms that, at all times material hereto and throughout the term of the Responder's Agreement with the County entered into pursuant to this RFP, the Responder 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 Responder'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 any work under the RFP for the County a copy of the statement required in subsection (1) above.
4. In the statement specified in subsection (1), notify the Responder's employees that, as a condition of working on the project for the County, the employee will abide by the terms of the statement published under Section 1 above and will notify the Responder of any conviction of, or plea of guilty or nolo contendere to, any violation of federal law or Florida law concerning the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the an employee's community, by any employee who is convicted of the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance as referenced above.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the provisions of this Drug-Free Workplace Affirmation.

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

Responder's Signature

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed and acknowledged before me by _____,
_____ of _____, a _____ corporation, on behalf of
_____, this ____ day of _____, 2019.

Personally Known or Produced Identification
Type of Identification Produced _____

Notary Public

Print Name

NOTARY SEAL

**EXHIBIT D
NO RESPONSE STATEMENT**

If a "No Response Statement" is to be submitted, please check the appropriate box(s) below and return this form, prior to the response opening date, to the SHIP Office, Attn: Cindy Ricker, SHIP Administrator, 198 Sixth Street SW, P.O. Box 1527, Moore Haven Florida 33471. Responder, _____, elects to not respond to this RFP due to the following reason(s):

- Does not provide the requested services
- Cannot comply with specifications/statement of work
- The specifications/statement of work is unclear
- Cannot meet the delivery or period of performance
- The delivery/period of performance is unreasonable
- Cannot meet the bond requirements
- There is not enough time to prepare a response
- Responder plans to be a subcontractor on the project
- The project is too large
- The project is too small
- Other (please specify)

Signature

Print Name and Title

For Responder

Date

EXHIBIT E
AFFIRMATIONS

- 1) Neither the undersigned, nor any other person, firm or corporation named herein, nor anyone else, to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action by Glades County for this response, and further, no Glades County official or employee is directly interested in the outcome of this matter. This proposal is genuine and not collusive or a sham. The persons, firms, or corporations named herein have not colluded, conspired, connived or agreed directly or indirectly with any other responder or person, firm, or corporation, to put in a sham response, or to have any other person, firm or corporation refrain from responding. Further, the responder has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the price of said response or responses of any other responder, or to secure any advantage against Glades County or any person, firm, or corporation.
- 2) The below signed responder agrees to comply with all applicable provisions as set forth in the Anti-Discrimination laws of this land. The responder further agrees to hold harmless, defend and indemnify Glades County and its agents from any losses, including attorney's fees, incurred as a result of the responder's failure to abide by any applicable Anti-Discrimination laws.
- 3) The undersigned, who being first duly sworn, acknowledges and affirms that all the statements made in this response are true, correct and accurate and no false statements are made herein. The undersigned further acknowledges that he or she has full knowledge of Florida law regarding sworn statements and the penalties, including perjury, resulting from the making of any false statements or misrepresentations herein.
4. The Responder represents that the Responder has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of the Request for Qualifications Documents, the Work, the locality, local conditions, state, and local laws, ordinances, rules and regulations, as well as all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications which are applicable to the project and the scope of work or that may in any manner affect performance of the Work.
5. The Responder shall comply with all requirements, stipulations, terms, and conditions as stated in the RFP documents.
6. The Responder currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this RFP.
7. The Affiant named below is officially authorized to represent the Responder in whose name the response is submitted.
8. The undersigned hereby agrees to abide by all of the terms and conditions of the RFP.
9. The Responder hereby warrants that the Responder has all required licenses, if any, to perform the services required by this RFP and that such licenses will be in full force and effect throughout the duration of the performance of the scope of work of the RFP and that any and all subcontractors to be employed by the Responder shall have all appropriate licenses to provide the services required under their subcontract.
10. The Responder hereby warrants that all services to be provided under this RFP shall be completed in a timely fashion pursuant to an Agreement with the County and that time is of the essence.

11. The Responder agrees that if requested by the County, the Responder shall furnish additional information, references, financial statements, and other information for the County to sufficiently evaluate the Responder's response and the Responder's ability to perform the scope of work of the RFP.

Dated: _____

Signature

Print Name and Title

Address

Telephone Number

Facsimile Number

Electronic Mail Address

Occupational License Number

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING instrument was sworn to, signed and acknowledged before me this ____ day of _____, 2019, by _____, the _____ of _____ (responder), who produced _____ (type of identification and number) as identification.

Notary Public

NOTARY SEAL

Printed Name of Notary

**EXHIBIT F
PUBLIC ENTITY CRIME AFFIDAVIT**

THIS FORM IS TO BE COMPLETED AND RETURNED WITH THE RESPONSE

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

1. This sworn statement is submitted to Glades County, Florida, by:

(Printed individual's name and title)

(Print name of entity submitting sworn statement)

whose business address is:

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

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

_____).

2. I understand that a "public entity crime" as defined in §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 any agency or political subdivision of any other state or with 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.
3. I understand that "convicted" or "conviction" as defined in §287.133(1) (b), Florida Statutes, means a finding guilt or a conviction of a public entity crime, with or without an 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.
4. I understand that "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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.
5. I understand that a "person" as defined in §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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which one of the following statements applies).

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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (Attach a copy of the final order).

I understand that the submission of this form to the County identified in Paragraph One above is for the County only, and that this form is valid through December 31 of the calendar year in which it is filed.

Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING instrument was sworn to, signed and acknowledged before me this ____ day of _____, 2019, by _____, the _____ of _____ (responder) , who produced _____ (type of identification and number) as identification.

Notary Public

Printed Name of Notary

REQUEST FOR PROPOSALS
#2018-DPA-Rehab-1-Woodward

BID SHEET

This bid sheet must accompany the proposal. Any alterations or changes to this document will deem that bid unresponsive and will no longer be given further consideration.

Demolition of existing manufactured home and Rebuild a site built or modular home 1882 Linda Drive,
Okeechobee, FL 34974

Bid Total

\$ _____

Bid in written words _____

The undersigned Responder has read and understands the provisions contained in the RFP and agrees to be bound by same. By signing this Bid the person signing acknowledges and affirms that they have the legal authority to do so.

Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING instrument was sworn to, signed and acknowledged before me this _____ day of _____, 2019, by _____, the _____ of _____ (responder), who produced _____ (type of identification and number) as identification.

Notary Public

Printed Name of Notary



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Business Name _____

Date _____

By _____

Name and Title of Authorized Representative

Signature of Authorized Representative

**Glades County
Housing Rehabilitation Program
Work Write-up/Bid Form**

Name: Cindy Woodward

Address: 584 Avenue O
Moore Haven, FL 33471

Phone:

Project #: 2018-DPA-Rehab-1-Woodward

THE WORK WRITE-UP/BID FORM IS A GENERAL OUTLINE OF THE WORK TO BE PERFORMED. PLEASE REFER TO THE PROJECT SPECIFICATION BOOKLET FOR DETAILED INSTRUCTION FOR EACH ITEM NOTED BELOW.

Approximate square feet:

Item #1 (Windows, Doors, Egress)

Remove door in rear bedroom, block in as wall.

\$ _____

Replace 12 Windows bring up to current code

\$ _____

Item #2 Repair Fascia as needed and paint

\$ _____

Item #3 Repair hole in ceiling of bathroom

\$ _____

TOTAL BID: \$ _____

Homeowner

Signature: _____

Contractor

Signature: _____

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

Work is to be performed in a workmanlike manner, in accordance with the Standard Rehabilitation Specifications, local codes and manufactured specifications.

The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein.

Contractors shall properly dispose of all fixture, materials and other items removed from the dwelling unless otherwise specified herein.

ALL ITEMS MUST BE COST ITEMIZED IN THE SPACE PROVIDED OR THE BID WILL BE REJECTED. ALL ADDENDUMS MUST BE SIGNED AND SUBMITTED WITH THIS BID.

Work must be completed and approved within 90 days of issuance of the NOTICE TO PROCEED.

I hereby certify that I am a licensed by the State of Florida, Department of Business and Professional Regulation and that I am eligible to participate in Glades County housing Programs. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 housing Quality Standards. Change orders must be approved by the homeowner or his or her representative, the contractor and local government prior to any initiation of work based on that change order.

Contractor's Name (Print) _____

Contractor's Signature _____

Contractor's Address _____

Contractor's phone number _____

Contractor's Insurance _____

Date submitted: _____ Date Accepted : _____

Work write-up prepared by: Cindy Ricker, SHIP Administrator

Homeowner signature: _____

Contractor signature: _____