

BAKER COUNTY BOARD OF COUNTY COMMISSIONERS



REQUEST FOR PROPOSAL

State Housing Initiative Partnership (SHIP) Program Administration Services

RFP # 2019-14

BAKER COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATION OFFICE
55 N THIRD STREET
MACCLENNY, FL 32063
PHONE: 904-259-3613
EMAIL: kennie.downing@bakercountyfl.org

REQUEST FOR PROPOSALS - RFP # 2019-14
State Housing Initiative Partnership (SHIP) Program Administration Services

The Baker County Board of County Commissioners, Florida (County) will receive sealed proposals until **4:00 p.m. local time, on October 31, 2019** at the County Administration Office located at 55 N. Third Street, Macclenny, Florida 32063. Proposals delivered to any other location will not be considered received by the Administration Office. Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Bidder. Proposals will not be accepted via fax. Shortly after the bid due time has expired, the proposals will be publicly opened and announced.

One Original and three (3) copies of the proposal, and one (1) electronic copy of the complete proposal on CD/jump drive must be placed in a sealed envelope and clearly marked **“RFP 2019-14 SHIP Program Management”** on the exterior of the package submitted.

Request for additional information or clarifications must be made in writing to the Administration Office at the address, phone or email below. Facsimile or e-mail questions are acceptable. The Administration Office will issue replies to questions and additional information or amendments on the County’s website in the form of written addenda. Any addenda will be issued prior to the deadline for responding to this Request for Proposal. Questions must be received no later than **3:00 p.m. on October 25, 2019**

Baker County Board of County Commissioners
Administration Office
55 N. Third Street
Macclenny, Florida 32063
sara.little@bakercountyfl.org
904-259-3613

It will be the sole responsibility of the Proposer to check the County’s website prior to submitting a response to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their proposal. This information can be found at www.bakercountyfl.org/purchasing.php

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and County holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Administration Office or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

The Baker County Board of County Commissioners reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, or take any similar actions that may be deemed to be in the best interest of the County.

BAKER COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

Kennie Downing
County Manager

BAKER COUNTY SHIP PROGRAM

The Baker County Board of County Commissioners (hereinafter referred to as "County") is requesting sealed statement of qualifications from qualified consulting firms or individuals for the provision of State Housing Initiatives Partnership (SHIP) program administration. The consultant shall work closely with the County's Administration Staff, in the development and implementation of the SHIP program.

OVERVIEW

The County is a political subdivision of the State of Florida and is located in Northeast Florida. Baker County has a population of approximately 27,000. Baker County works under a County Manager and five County Commissioners.

Through the Sadowski Act of 1992, the State of Florida makes funds available to qualified counties and cities for the purpose of providing and maintaining affordable housing. Baker County is recipient of SHIP funds which must be spent in accordance with Chapter 420 of the Florida Statutes (FS) and Chapter 67-37 of the Florida Administrative Code (FAC).

This Request for Qualifications is issued pursuant to Section 420.9072(2)(b)3, and is intended to enable the County to retain the services of a qualified individual or firm to administer the SHIP Program. All duties performed pursuant to this request shall be performed in strict adherence to the provisions of Chapter 420, FS, and Chapter 67-37, FAC. Specific duties to be undertaken pursuant to this request shall include:

1. Implementing all duties contained in the Baker County Local Housing Assistance Plan (see Exhibit 1, attached).
2. Updating and maintaining on behalf of Baker County the Local Housing Assistance Plan as required by law.
3. Timely filing of any and all reports, audits, or certifications required by law for the Florida Housing Finance Corporation and/or Baker County.

GUIDELINES – The purpose of this Request for Qualifications is to provide interested individuals and firms with guidelines and information to enhance their submission of proposals to undertake SHIP program administration for Baker County.

Services of the consultant shall be under the general direction of the County Manager or appointed representative, who shall act as the County representative during the performance of the scope of services.

The negotiations will conform to Florida Statutes and County policy.

The term of the contract will be for a period of three (3) years with the option to renew on a year-to-year basis not to exceed two (2) additional years.

The Board of County Commissioners reserves the right to accept or reject any or all statements of qualifications or to waive any informality existing in any proposal, or to accept the proposals which best serves the interest and intent of this project and is from the most responsive and responsible firms.

An original and two (2) copies as well as an electronic copy of the statement of qualifications will be required with all copies having been signed by a company official with the power to bind the company in its proposal. All must be completely responsive to the Request for Qualification guidelines for consideration.

The content of the statement of qualifications of the successful individual or firm (herein after referred to as "consultant") will become a basis for contractual negotiations.

The selected consultant shall be required to assume responsibility for all services offered in his/her/its statement. The selected consultant will be the sole point of contact concerning contractual matters including payments of any changes resulting from the contract.

Payment schedule and basis for payment will be negotiated.

Availability of Funds – The obligations of the County under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida.

Public Entity Crime Information - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, 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 Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

The engagement of certain professional services, including those required by this Request for Qualifications is exempt from the provisions of the Administrative Procedure Act, Chapter 120, Florida Statutes, as amended, and therefore are not to be subject to the appeal process therein described at any time during the solicitation period.

Statements of Qualifications **MUST** 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 this contract.
2. **Business Credentials** – Provide a synopsis of the consultant's qualifications, to include specific capabilities of the firm.
3. **Registration** – State the licensing/registration qualifications of the consultant's personnel and business office. Provide copies of same.

4. **SHIP Experience** – All statements of qualifications submitted pursuant to this request must demonstrate that the consultant submitting the statement has a minimum of five (5) years-experience with SHIP program administration, and **must** include the last five (5) SHIP annual financial audits and last 3 SHIP file audits performs of the consultant's SHIP program.
5. **Project Management Organization** – The consultant must identify key personnel to be assigned to this work and provide a resume of their qualifications, education and experience.
6. **References** – List five (5) of other government agencies in which you provided similar services as described in the RFQ. . Include a contact person, company name, phone number, e-mail, and a brief description of the work for which the reference is provided.
7. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the statement of qualifications, but not be otherwise requested in the Request for Qualifications.
8. **Conflict of Interest Disclosure Form** – The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Baker County 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.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Baker County, if he is an officer or employee of the County, disclosing his or spouse's or child's interest and the nature of the intended business.

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

9. **DRUG FREE WORKPLACE CERTIFICATION** – Preference shall be given to businesses with drug free workplace programs. Whenever two or more statements that are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a statement received from a business that certifies that it has implemented a drug-free workplace program that be given preference in the award process.
10. **INDEMNIFICATION & HOLD HARMLESS** – Each bidder must submit with his bid an executed sworn certification that he will comply with the Hold Harmless clause in accordance with the provisions of Florida Statutes, Section 725.06.

To the fullest extent permitted by law, 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 negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

Note: For Bidder's convenience, this Certification Form is enclosed and made a part of the bid package.

11. **NO CONTACT CLAUSE** – The Baker County Board of County Commissioners have established a solicitation silence policy (**No Contact 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 Administration Office. The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

Proposal Opening shall be public on the date and time specified on the proposal form. It is the firm's responsibility to assure that their statement is delivered at the proper time and place. Offers by, facsimile, e-mail or telephone are not acceptable.

The Board of County Commissioners of Baker County in its absolute discretion may reject any statement of a proposer that has failed, in the opinion of the Board, to complete or perform an Baker County contracted project in a timely and acceptable fashion, and has directed the County Manager to emphasize this condition to potential proposers.

Evaluation/Selection of Proposals – The statements of qualifications will be reviewed by a Review & Selection Committee (to be appointed at a later date). The Committee will select those individuals or firms deemed to be most responsive and hear presentations by those firms, if necessary.

The Selection Review Committee will evaluate all statements received and:

1. Prepare a listing of those proposers determined to be interested and available. Evaluate the statements of qualifications meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Each of the firms will be required to execute the Truth-in-Negotiation certificate as defined in Florida Statutes 287.055. A 100-point formula scoring system will be utilized based upon the following criteria:

1. **Compliance with RFQ Instructions – 10 Points**

The proposals will be evaluated for general compliance with instructions issued in the RFQ. Noncompliance with significant instructions may be grounds for proposal disqualification. A proposal needs to provide the required information in a simple but detailed format.

2. Firm's Approach to provide SHIP Administration Services – 25 points
The proposal will be evaluated on the consultant's approach to staffing, administration, and to provide services to the residents of Baker County in need of assistance through the SHIP program.
 3. Staff Qualifications and Firm Background- 15 points
The proposals will be evaluated on the basis of the consultant's demonstrated staff qualifications. Also, the proposal will be evaluated on the basis of the consultant's background, including the number of years in business.
 4. Experience with Similar Projects– 20 points - The proposal will be evaluated on the basis of similar project experiences. Projects completed for Baker County, other Counties or Municipal and other state or federal agencies will be considered.
 5. Schedule and Availability- 15 points
The projected resource availability will be evaluated in the choice of the consultants. A firm's close proximity to Baker County would be important to availability.
 6. References- 15 points
The proposal will be evaluated based on submittal of references.
2. Review of all statements received will proceed as follows:
 - a. The Selection Committee will review all written documents submitted and rank them according to the above criteria.
 - b. The committee may request presentations from the consultants when establishing the recommended priority or short list.
 3. The Selection Committee's highest ranked proposer shall be asked to enter into negotiations with the county for a prospective contract.
 4. The negotiated contract shall be presented to the Board of County Commissioners at a regular Board meeting for award and execution of the contract. No work shall commence until the consultant has received a fully executed contract.
 5. Direct contact one-on-one with the Committee members, County Commissioners or County Administrator during the negotiation or pre-award process may be grounds for disqualification.

Proposal Opening – Proposal Opening shall be public on the date and time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile, e-mail or telephone are **NOT** acceptable.

RIGHT TO WAIVE & REJECT:

- A. The Board, in its absolute discretion, may reject any proposal if a proposer that has failed, in the opinion of the Board, to complete or perform a Baker County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner.
- B. There is no obligation on the part of the County to award the proposal to the lowest priced proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Baker county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Baker County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgement will best serve the interest of the County.
- D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal.

DISQUALIFICATION OF PROPOSERS:

Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgement of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.

DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

EFFECTIVE DATE – The effective date of this contract would be effective upon signing a contract agreement by both parties.

PAYMENT – The contractor shall be paid upon submission of invoices, County Administration Office, Baker County Board of County Commissioners, 55 North Third Street, Macclenny, FL 32063.

INFORMATION – Any questions should be directed to Sara Little, Baker County Administration Office; 904-259-3613 ext 1. Any changes by the County to specifications shall be in writing in the form of an addendum and shall be posted on the County's website for all proposers to see. County website: www.bakercountyfl.org/purchasing.php Verbal information obtained otherwise will not be considered in awarding of proposals. **Proposers must understand that they are not allowed to contact the Review Committee Members for information.**

INSURANCE REQUIREMENTS

- A. Contractor's Insurance: The contractor shall not commence any work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with Insurers qualified and doing business in Florida.
- B. Worker's Compensation Insurance: The Contractor shall take out and maintain, during the life of this Agreement, Worker's Compensation Insurance for all of the Contractor's employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law, Chapter 440, Florida Statutes. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and cause each subcontractor to Provide, adequate insurance, satisfactory to the County, for the protection of his employees not otherwise protected.
- C. Contractor's Public Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this Agreement COMPREHENSIVE GENERAL LIABILITY, COMPREHENSIVE AUTOMOBILE LIABILITY, CONTRACTUAL LIABILITY AND PRODUCTS AND COMPLETED OPERATIONS LIABILITY INSURANCE. These Policies shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages, which may arise from operations under this Agreement whether such operations are by himself or by anyone directly, or indirectly employed by him. The amounts of such insurance shall be the minimum limits as follows:

1) Bodily Injury Liability: \$1,000,000/claimant
\$2,000,000/occurrence

2) Personal Injury Liability: \$1,000,000/claimant

3) Automobile Bodily Injury & Property Damage Liability	\$2,000,000/occurrence \$1,000,000/claimant
4) Property Damage Liability (other than automobile)	\$1,000,000/claimant \$2,000,000/occurrence

Indemnification Rider: The Contractor's Liability Policy shall provide a "Hold Harmless" rider to cover the provision of Article 3.18 of the referenced AIA General Conditions.

ATTACHMENT "A"

Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. RFQ# 2019-14	Addendum # _____ through # _____ Initial: Date:
Person Completing RFQ (Signature)	
Name (Printed):	Title:

>>>Failure to submit this form may disqualify your response<<<

ATTACHMENT "B"

BAKER COUNTY

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

TO BE RETURNED WITH BID

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

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employee Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 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 with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, 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 paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or 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.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), 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 to fair market value under an arm's length agreement, shall be 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 thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 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 binding contract and which bids or applies to bid on contracts 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, the 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 any of its 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 of 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, and (Please indicate which additional statement applies.)

_____ 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.)

(Signature)

Date

STATE OF FLORIDA
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 _____, 20__.

Public)

(Notary

My Commission Expires: _____ (seal)

