

HORNE LLP
Is Requesting Proposals for
Community Development Block Grant – Disaster Recovery
Residential Reconstruction, Rehabilitation, MHU
Replacement, and Demolition Services
in Support of the
Lee County CDBG-DR Individual Housing Programs
Management and Implementation

Solicitation Point of Contact: *leecounty@horne.com*

Solicitation Publication Date: December 15, 2023

Solicitation Questions Due Date: January 3, 2024, 5:00pm EST

Solicitation Due Date: January 26, 2024, 5:00pm EST

Late proposal submissions will not be accepted.

1 EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 Executive Summary

HORNE LLP (“HORNE”) is requesting proposals from highly qualified construction contractors to perform demolition, rehabilitation, reconstruction of single-family residential structures and replacement of Manufactured Housing Units (MHUs) in compliance with local, federal and state statutory requirements for grants under the United States Department of Housing and Urban Development (“HUD”) Community Development Block Grant - Disaster Recovery (“CDBG-DR”) program for Lee County within the contract period.

Contractors may choose to bid on all project types, or some project types, as described below.

- **Option 1:** Repair projects only. General Contractors who are selected for repair projects only will not be considered for reconstruction, replacement, or demolition only project assignments.
- **Option 2:** MHU Replacement projects only. General Contractors who are selected for replacement projects only will not be considered for reconstruction, repair, or demolition only project assignments.
- **Option 3:** Repair or Reconstruction Projects. General Contractors who wish to be considered for reconstruction projects must also commit to completing repair projects. There is no option for reconstruction projects only. General Contractors who are selected for repair or reconstruction projects will not be considered for MHU replacement project assignments.
- **Option 4:** All Award Types. General Contractors who are selected for all award types will be considered for reconstruction, repair, MHU replacement, or demolition only project assignments.

While general contractors may choose which option to bid on, HORNE makes no guarantee of award, volume of assignments selected contractors will receive, or the project types of assignments selected contractors will receive. General Contractors must clearly state in their response which scope option is being pursued. Assignments will not be made outside of the

scope option selected by the General Contractor during this solicitation process.

HORNE intends to issue multiple Indefinite Delivery/Indefinite Quantity (IDIQ) contracts to create a pool of contractors to perform the services requested under this Solicitation. HORNE makes no guarantee regarding the number of respondents awarded under this solicitation. HORNE shall assign projects to contractors based upon capacity, capability and performance. Respondents to this Solicitation must demonstrate the ability to mobilize within 45 days of award and complete assigned construction projects within the contracted time (not to exceed 150 days for reconstruction projects, 30 days for demolition only, 60 days for MHU replacement projects, and 30 days for rehabilitation projects with a scope <\$50,000, 60 days for rehabilitation projects with a scope >\$50,000 and <\$100,00, 90 days for rehabilitation projects with a scope >\$100,000 and <\$150,000, 120 days for rehabilitation projects with a scope >\$150,000) to reduce potential hazards to public welfare and safety.

Respondent must execute **Exhibit A**, *Federal Affirmations* to be considered.

1.2 Definitions

“Action Plan” means Lee County’s current, HUD-approved Action Plan for its CDBG-DR grant, as may be amended from time to time.

“Addendum” means a written clarification or revision to the Request for Proposal issued by HORNE. Respondent must acknowledge receipt of any addendum or addenda in the submission of the Solicitation Response.

“Affiliate” means any individual or entity that, directly or indirectly, is in control of, is controlled by, or is under common control with, Respondent. Respondent shall be deemed to control another entity if it can directly or indirectly direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, membership interests, by contract or otherwise.

“ASTM” means the American Society for Testing and Materials.

“CDBG-DR” means the Community Development Block Grant Disaster Recovery Program, as authorized under Title I of the Housing and Community Development Act of 1974, as amended.

“CFR” means the Code of Federal Regulations (CFR), the codification of the general and permanent rules and regulations (sometimes called

administrative laws) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“Contractor” means the Respondent(s) awarded a contract under this Solicitation.

“County” means Lee County Board of County Commissioners, its officers, employees, or authorized agents.

“Elevation Standards” means elevation standards that apply to reconstruction, repair of substantial damage, or substantial improvement of structures located in an area delineated as a flood hazard area or equivalent in FEMA’s data source identified in 24 CFR 55.2(b)(1). All structures, defined at 44 CFR 59.1, designed principally for residential use and located in the one percent (1%) annual (or 100-year) floodplain that receive assistance for reconstruction, repair of substantial damage, or substantial improvement, as defined at 24 CFR 55.2(b) (10), must be elevated with the lowest floor, including the basement, at least two feet above the one percent (1%) annual floodplain elevation. Residential structures with no dwelling units and no residents below two feet above the one percent (1%) annual floodplain, must be elevated or flood-proofed, in accordance with FEMA flood-proofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the one percent (1%) annual floodplain. Applicable State, local and tribal codes and standards for floodplain management that exceed these requirements, including elevation, setbacks and cumulative substantial damage requirements, will be followed.

“Housing Guidelines” means the set of guidelines adopted by Lee County governing the implementation of the Housing Recovery Projects by the Department of Strategic Resources and Government Affairs (SRGA) under this Contract.

“HUD” means the U.S. Department of Housing and Urban Development.

“Notice to Proceed” or “NTP” means written notice provided by the Program to begin construction of a Project.

“OSHA” means the Occupational Safety and Health Administration; www.OSHA.gov.

“PDF” means Portable Document Format.

“Program” means the Lee County CDBG-DR Individual Housing Programs.

“Project” means the rehabilitation, reconstruction, MHU replacement of a specified residential structure for the HUD disaster recovery grant program for a specific disaster.

“Respondent” means an individual or entity responding to this Solicitation.

“RFP” means Request for Proposal(s).

“Solicitation” means this RFP.

“Solicitation Response” means the Respondent’s entire response to this Solicitation, including all documents requested in this Solicitation.

“Uniform General and Supplemental Conditions” means HORNE’s governing contractual terms and conditions for CDBG-DR construction projects, included with this Solicitation as an attachment to **Exhibit B**, *Sample Contract*.

1.3 Work Areas

The County’s CDBG-DR Action Plan established housing as the largest unmet need within all of Lee County, Florida. General Contractors (GCs) must be able and willing to accept and complete projects located within the incorporated or unincorporated areas of Lee County.

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2 SCOPE OF WORK

2.1 Scope of Services Requested

The selected Contractors will perform, or cause to be performed, MHU replacement, demolition, rehabilitation, or reconstruction of residential construction projects (the "Project") for the CDBG-DR program. Contractors will be awarded Projects at the sole discretion of Lee County and/or HORNE. Respondent(s) must demonstrate the ability to provide services in Lee County.

Contractors will be bound to specific terms and conditions found in the *Sample Contract (Exhibit B)*. These terms and conditions are subject to change prior to the execution of any contract that may result from this Solicitation.

2.2 Description of Services and Requirements

In addition to the services and requirements described below, Contractors must perform any other ancillary construction-related services that may be required for a given property. Thus, it is imperative that Respondent(s) enumerate any other services they can provide. These ancillary services may go beyond what would be required for the repair/construction and/or demolition of a property.

Respondent must be familiar with Florida Building Code, Municipal Building Code, Lee County Land Development Code, local and/or regional Housing Guidelines, if applicable. Each municipality will be nuanced depending on local construction requirements, community recovery needs, program goals and other applicable locally approved program requirements. The Lee County Housing Rehabilitation, Reconstruction, and/or Elevation Program (HRRE) and Voluntary Residential Acquisition (VRA) Program Guidelines have been posted to <https://www.leegov.com/recovery/cdbg-dr> and are subject to change.

Sample floor plans for 2-bedroom, 3-bedroom, and 4-bedroom Projects are included with this Solicitation as **Exhibit G**. The sample plans shall be the basis of any Respondent's reconstruction projects cost proposal and Lee County's evaluation of the reconstruction cost proposals. After contract award, Lee County, in consultation with third-party experts, intends to approve Contractor-developed plans for use in Lee County's CDBG-DR Individual Housing Programs.

2.3 Reasonable Accommodation Requests

Physically disabled homeowners, or homeowners with a disabled household member, may be entitled to additional construction considerations such as low threshold showers, bathroom grab bars, outward swinging doors, exterior ramps, comfort height toilet with grab bars or other accessibility features that will assist with an individual's functional needs. The program will assess eligibility for these features on a case-by-case basis per assistance benefit type. Awards may include expenses for additional costs related to accessibility modifications for the disabled.

Reasonable accommodations are available for repair, reconstruction, and MHU replacement projects. Standard reasonable accommodations to the bathroom for each repair or reconstruction award type are offered in three 'tiers' to allow each applicant to select the level of modification most appropriate for his/her household. Applicants for any award type may also request reasonable accommodations including a "no step" entrance or strobe smoke detectors.

Standard reasonable accommodations for home entrance and strobe smoke detectors are standard for all award types. A no step entrance is a home entrance that has no steps and a minimal threshold. Only one (1) no step entrance will be installed upon request, per property. If a home is above grade, a no step entrance may require installation of a ramp or lift. Homes on grade may not require installation of anything to accommodate a no step entrance. Ramps will be the preferred method to achieve a no step entry. Lifts will be considered on a case-by-case basis, based on cost reasonableness compared to the cost of a site-built ramp, site conditions, and local zoning/set back requirements.

2.4 Repair

Eligible applicants with Concrete Block/Concrete Masonry Unit (CMU) or Wood Frame properties qualify for a repair award type when the estimated cost to repair is less than \$250,000 and the property is not otherwise deemed "not suitable for rehabilitation". Eligible applicants with manufactured housing unit (MHU) properties qualify for a repair award type when the estimated cost to repair is less than \$25,000 and the MHU is fewer than five (5) years old, and the property is not otherwise deemed not suitable for rehabilitation.

2.4.1 Not Suitable for Rehabilitation

"Not suitable for rehabilitation" is defined as:

- The amount needed to bring the unit to housing habitability standards will exceed the program cap.
- Condemned or tagged for demolition by local jurisdiction.
- Property owners have received a substantial damage letter for the local jurisdiction.
- The housing unit has been demolished.
- Structural assessment by licensed engineer deems the home not safe for rehabilitation.
- The housing unit is a construction on a slab on grade and requires elevation.
- Mobile home units requiring more than \$25,000 in repairs.

Eligible applicants with homes deemed not suitable for rehabilitation may be offered reconstruction assistance, if the applicant owns the land on which the structure sits and reconstruction is feasible. Such eligibility determination will be made by the County.

2.4.2 Repair Scopes of Work

Program sponsored repairs are intended to repair remaining storm damage and to make the home decent, safe and sanitary. The Lee County CDBG-DR Individual Housing Program (or “Program”) does not provide “like for like” repairs. Program repairs will be completed using standard economy/builders’ grade materials, not with materials that were there before. For example, if a repair award calls for replacement of cabinets, the program will replace existing cabinets with standard grade cabinets regardless of the grade of the pre-existing cabinets.

Repair scopes of work will be limited to those items identified by the program as in need of repair to bring the home back up to decent, safe and sanitary conditions. Repairs, upgrades or modifications requested by the homeowner will not be considered. For example, if some windows are in need of repair or replacement, the program will replace those windows in need of repair only; other operable windows will not be replaced or repaired.

Standard essential appliances that are not functioning or non-existent at the time of damage assessment will be replaced. Essential appliances include stove/range, oven, water heater and refrigerator only. Dishwashers may be replaced only if a dishwasher previously existed in the home. Repair awards

will not include a dishwasher if a dishwasher was not present at time of damage assessment. Washing machines and dryers, microwaves, stand-alone freezers and other non-essential appliances are not eligible for replacement. Any obsolete products replaced as part of the repairs must be replaced with ENERGY STAR®, Water Sense, or other Federal Energy Management Program (FEMP)-designated products or appliances.

Luxury items, **including but not limited to**, high-end countertops, high-end appliances, stone flooring, security systems, swimming pools, spas, fireplaces, sheds, outbuildings, fences and television satellite dishes are not eligible under this program.

Because repair scopes of work only address items in need of repair for the home to be decent, safe, and sanitary, the Program does not guarantee that work completed as part of a repair award will match other items in the home. Some examples of this include, but are not limited to:

- Flooring replaced in portions of a home may not match flooring in other rooms. The Program will replace flooring by room, to the nearest cased opening;
- Light fixtures replaced may not match pre-existing light fixtures or fixtures in other parts of the home;
- If only a portion of the windows require replacement, all the windows in the home may not match;
- If a portion of the home requires paint, paint in the repaired portion of the home may not match paint in other rooms (interior) or on other elevations (if exterior). The Program will paint whole interior rooms, to the door casing, or whole exterior sections to the next architectural break. Additional rooms or elevations will not be painted for aesthetic reasons alone.

2.4.3 Reasonable Accommodations – Repair Award Type

Applicants who qualify for a repair award type may qualify for reasonable accommodations in rooms/areas where program scope of work exists. In general, reasonable accommodations will only be made in repair projects if the program scope of work impacts the item and room where a reasonable accommodation is requested. For example, if the program scope of work does not include removal/replacement of a tub/shower, the program will not modify the existing tub/shower for the sole purpose of installing or modifying the existing facilities to include accessibility features.

If the program scope of work impacts the kitchen, bathroom or entryway in a repair project, the applicant may request reasonable accommodations in those areas. Reasonable accommodations for bathrooms are offered in three (3) tiers, so that the applicant may request the level of accommodation that best suits his/her need.

Applicants who request accommodations in a bathroom may select one (1) of three (3) standard available options. Accessibility modifications will only be made in one (1) bathroom. If the repair project scope includes more than one (1) bathroom, the reasonable accommodation will be installed in the bathroom that is in the program scope of work where modifications are the most feasible within the existing dimensions and scope of work in the room.

The program will not move walls to expand the size of an existing bathroom or move plumbing lines to install an accessibility accommodation. Because repair projects are largely constrained by the size of existing rooms, there is no standard width/length size requirements for tub/shower compartments. The program will attempt to replace tub/showers with fixtures similar in size to the existing fixtures.

2.4.3.1 Bathroom Reasonable Accommodation 1 (RA-1)

Applicants who opt for Reasonable Accommodation 1 (RA-1) will be provided one (1) bathroom with the following accessibility modifications:

- Tub/Shower combination with blocking and a grab bar
- Chair height toilet with grab bars

2.4.3.2 Bathroom Reasonable Accommodation 2 (RA-2)

Applicants who request Reasonable Accommodation 2 (RA-2) will be provided one (1) bathroom with the following accessibility modifications:

- Tub/Shower combination with blocking, grab bars, seat and shower wand
- Chair height toilet with grab bars

2.4.3.3 Bathroom Reasonable Accommodation 3 (RA-3)

Applicants who request Reasonable Accommodation 3 (RA-3) will be provided one (1) bathroom with the following accessibility modifications:

- Roll-in shower compartment to fit existing tub/shower space, equipped with grab bars, seat and shower wand
- Chair height toilet with grab bars

- Roll under vanity, only upon request

2.4.3.4 Kitchen Reasonable Accommodations

Applicants may indicate reasonable accommodations to make a kitchen more accessible. Reasonable accommodations in kitchens for repair award types must be accommodations to items included in the program scope of work, and may include:

- Wheelchair accessible cook top (knobs on front of the appliance)
- Roll under kitchen sink

Items not included in the program scope of work will not be modified for the sole purpose of providing an accessibility modification. Accessibility modifications will only be made to the primary kitchen at the property, in the event the property has more than one kitchen.

2.4.4 Repair Scope of Work

It is anticipated that homes eligible for rehabilitation will require an array of repairs ranging from minor to major. The scope of work for each repaired structure will vary, but may include, although not be limited to, the following:

- Coordination with the property owner and his/her family and case management from assignment to obtaining a certificate of occupancy (or permit signoff equivalent) for closing;
- Development of a thorough scope of necessary repairs using a program-prescribed form;
- Obtaining all necessary state and local permits and approvals prior to the commencement of the work for each structure;
- Providing architectural and house plan renderings;
- Demolition of damaged interior and exterior materials;
- Foundation leveling, repair and/or elevation;
- Structural damage repair;
- Building envelope repair, including:
 - Roof repair or replacement and attendant damage
 - Door and window replacement
 - Siding/veneer repair or replacement
 - Mechanical (HVAC), electrical, and plumbing systems repair or replacement

- Drywall repair or replacement
- Rough and trim carpentry;
- Surface preparation and painting;
- Flooring repair or replacement;
- Cabinet, countertop and appliance replacement;
- Appliances to be replaced must meet federal register requirements for energy efficiency;
- Lead-based paint mitigation;
- Specialty construction elements associated with historic properties, including coordination with SHPO, and other local historic districts and stakeholders in other jurisdictions;
- Wind mitigation and retrofitting measures;
- Specialty construction elements associated with Green Building Construction techniques as required by HUD;
- Addressing special needs accessibility requirements; and Conducting close-outs for each project, which may include obtaining certificate(s) of occupancy from applicable state and local authorities, elevation certificates, flood insurance policies and/or as-built surveys.

2.5 Manufactured Housing Unit (MHU) Replacement

Eligible applicants with manufactured housing unit (MHU) properties qualify for a replacement award type when the estimated cost to repair is greater than \$25,000 and/or the MHU is five (5) years old or older. Eligible applicants with MHUs on leased land must have landowner consent to replace an MHU on the land prior to award, or must have identified a suitable alternate location. Homes that meet the threshold for a replacement award will be demolished and a new MHU will be installed in substantially the same footprint, when feasible. MHU projects that require elevation may be awarded reconstruction and will follow the Reconstruction requirements outline in Section 2.6.

2.5.1 Size and New Unit Configuration

The Program will provide applicants who qualify for replacement awards with 2-, 3-, and 4-bedroom singlewide or doublewide MHUs; all bedroom configurations include 2 bathrooms. Which unit configuration an applicant receives is based on the number of bedrooms present in the storm damaged property and the width (single or doublewide) of the storm

damaged MHU, as verified by the damage assessment. After-market additions are not considered when determining the width or number of bedrooms in the storm damaged MHU (i.e., if a 3rd bedroom was added on to a singlewide 2-bedroom MHU, the home will be considered a 2-bedroom, singlewide MHU). Exceptions to replacement MHU bedroom configuration will only be considered by the County if overcrowding exists within the home or if the applicant elects to reduce the number of bedrooms via scope reduction to reduce or eliminate a DOB gap.

- If the storm damaged property had two (2) bedrooms or fewer, the applicant will receive a 2-bedroom, 2-bathroom MHU.
- If the storm damaged property had three (3) bedrooms, the applicant will receive a 3-bedroom, 2-bathroom MHU.
- If the storm damaged property had four (4) bedrooms or more, the applicant will receive a 4-bedroom, 2-bathroom MHU.

The storm-damaged MHU width configuration will also be based on the width of the storm-damaged MHU. The Program only provides singlewide and doublewide units. Triple-wide or larger units are not provided.

- If the storm damaged MHU was a singlewide, the applicant will receive a singlewide.
- If the storm damaged MHU was a doublewide, triple wide or larger width configuration, the applicant will receive a doublewide.

To reduce the required time from award to completion as related to replacement awards, the Program will task the assigned General Contractor to source an MHU in the awarded singlewide or doublewide bedroom/bathroom configuration. The Program does not offer standard floorplans for MHUs. The Program offers standard bedroom/bathroom configurations in singlewide or doublewide units in the following standard square footage ranges. All MHUs sourced by the program must be HUD approved units. The table below outlines square footage ranges for singlewide and doublewide units.

Bedroom/Bathroom Configuration	Conditioned Square Footage
Singlewide 2 bedroom / 2 bathroom	750 – 900 SF
Singlewide 3 bedroom / 2 bathroom	1000 - 1200 SF

Singlewide bathroom	4 bedroom / 2	1000 – 1200 SF
Doublewide bathroom	2 bedroom / 2	1000 – 1250 SF
Doublewide bathroom	3 bedroom / 2	1250 – 1500 SF
Doublewide bathroom	4 bedroom / 2	1400 – 1800 SF

Program replacement MHUs do not include replacement or reconstruction of garages (attached or detached), sheds, pool houses, carports or other outbuildings. Such outbuildings may be demolished during construction to allow ample space for the new MHU to be delivered/installed, or in the event such structures pose a health or safety issue.

The following is a non-exhaustive list of items that are not included or considered when determining the bedroom/bathroom configuration or size of the replacement MHU. The Program does not provide like for like:

- Interior or exterior finishes;
- Square footage;
- Manufacturer of the storm damaged unit;
- Number of bathrooms (if more than 2);
- Extra/Bonus rooms such as dens, playrooms, offices, etc.;
- After market additions such as additional rooms or covered porches.

2.5.2 Manufactured Housing Unit (MHU) Relocation

The Program allows for replacement of a manufactured housing unit (MHU) in an alternate location only when replacing the MHU in the same location as the storm damaged MHU is not feasible or is prohibited. MHU relocations may be considered under the following circumstances:

- If an otherwise eligible applicant does not own the land on which the storm damaged MHU is situated, and the landowner does not consent to a new unit being replaced on the land;
- If MHU must be elevated above the standard 3-foot installation height;
- If zoning or municipal regulations prohibit installation of a MHU on the property; or

- If other engineering, environmental or site constraints make installation of an MHU onsite infeasible or unreasonable.

The Program does not provide replacement property for applicants. To be allowed to replace an MHU on an alternate property, the applicant must source and obtain ownership or permission to install a MHU at the alternate location. Alternate locations must be zoned to allow for installation of a MHU, have ready access to sewer, water, and electric connections, and must not be located in a 100-year floodplain. Alternate MHU sites must pass an environmental review before the applicant makes a binding commitment to lease or purchase land. If an applicant enters into a binding agreement to lease or purchase alternate land before the program has environmentally cleared the alternate parcel, the applicant may be ineligible for assistance, as this constitutes a choice-limiting action.¹

2.5.3 Reasonable Accommodations – Manufactured Housing Unit Replacement Award Type

Applicants who qualify for a replacement award type may request reasonable accommodations. Reasonable accommodations in MHU projects are limited by manufacturer specifications and unit availability. Applicants who request reasonable accommodation will be provided with a “wheelchair friendly” MHU.

Wheelchair friendly Mobile Home Units should include at minimum:

- One bathroom with:
 - Step-in, low-threshold shower, with threshold no higher than nine (9) inches from the floor covering
 - Shower wand on an adjustable rail and a seat in the shower, and
 - Comfort height toilet, with seat 17” – 19” above the floor
- Minimum 32” width for exterior doors
- Minimum 36” hallway width, and
- Minimum 32” bathroom and bedroom doors

¹ 24 CFR 58.22(a) Neither a recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance under a program listed in § 58.1(b) on an activity or project until HUD or the state has approved the recipient's RROF and the related certification from the responsible entity. In addition, until the RROF and the related certification have been approved, neither a recipient nor any participant in the development process may commit non-HUD funds on or undertake an activity or project under a program listed in § 58.1(b) if the activity or project would have an adverse environmental impact or **limit the choice of reasonable alternatives**.

Additional accommodations, such as hearing-impaired smoke detectors or roll-in/no threshold shower compartments will be considered separately and, on a case-by-case basis, based on the applicant's needs.

2.5.4 Manufactured Housing Unit (MHU) Replacement Scope of Work

Property owners of MHUs may qualify for a MHU replacement award, which consists of the demolition and disposal of the existing MHU and installation of a new MHU, either substantially within the same footprint as the prior home (reconstruction) on a different footprint. The scope of work for each MHU replacement will vary but may include, although not be limited to, the following:

- Coordination with the property owner and his/her family for all activities, from assignment to obtaining a certificate of occupancy for closing;
- Utility disconnection / reconnection;
- Demolition of existing structure;
- Debris removal in accordance with all federal, state and local requirements, including the disposal of potential asbestos containing materials;
- Obtaining applicant approval of replacement MHU floorplan;
- Conduct site specific analysis for surveying, zoning, plot plans or any activity required to obtain permits/certificate of occupancy;
- Site preparation;
- Order, delivery and installation of new, HUD-certified MHU and all supporting activities to complete per industry standard;
- Incorporation of accessibility needs prior to key turnover; and
- Provide MHU manufacturer's warranty registered in applicant's name.

2.6 Reconstruction

Eligible applicants with Concrete Block/CMU and Wood Frame homes qualify for a reconstruction award type when the estimated cost to repair is greater than \$250,000. Eligible applicants with properties otherwise deemed not suitable for rehabilitation may also qualify for a reconstruction award if the applicant owns the land and it is feasible to reconstruct the structure on the property.

Eligible applicants with MHUs may qualify for reconstruction if it is infeasible to replace an MHU on the applicant's property and the applicant owns the

land on which the MHU is situated. The Program considers it infeasible to replace an MHU if it must be elevated above the standard 3-foot installation height, if zoning or municipal regulations prohibit installation of a MHU on the property, or if other engineering, environmental or site constraints make installation of an MHU onsite infeasible. Applicants with MHU property types shall not be awarded a reconstruction award on the basis of applicant preference only.

Homes that meet the threshold for a reconstruction award will be demolished and reconstructed in substantially the same footprint, when feasible. Reconstructed homes will meet local building codes and will incorporate Green Building Standards, energy efficiency, and resilience measures to the extent possible. All reconstruction projects will be required to obtain green building certification through the Florida Green Building Coalition

2.6.1 Size and New Unit Configuration

The Program will provide applicants who qualify for reconstruction awards with standard program floorplan homes. The program offers 2-, 3-, and 4-bedroom homes; all standard floorplans include 2 bathrooms. Which standard floorplan the applicant receives is based on the number of bedrooms present in the storm damaged property, as verified via the damage assessment. Exceptions to reconstructed home bedroom/bathroom configuration will only be considered if overcrowding exists within the home or if an applicant elects to reduce the number of bedrooms and/or bathrooms to reduce a DOB gap.

- If the storm damaged property had two (2) bedrooms or fewer, the applicant will receive a standard 2-bedroom, 2-bathroom home.
- If the storm damaged property had three (3) bedrooms, the applicant will receive a standard 3-bedroom, 2-bathroom home.
- If the storm damaged property had four (4) bedrooms or more, the applicant will receive a standard 4-bedroom, 2-bathroom home.

To reduce the required time from award to completion as related to reconstruction, the Program will provide plans and specifications for “model homes” available to applicants. The Program has available 2-, 3-, and 4-bedroom “model homes.” Standard floorplans are offered in the following square footage ranges only.

Bedroom/Bathroom Configuration	Conditioned Square Footage
2 bedroom / 2 bathroom	1000 – 1200 SF
3 bedroom / 2 bathroom	1200 – 1500 SF
4 bedroom / 2 bathroom	1300 – 1700 SF

Reconstructed homes do not include reconstruction of garages (attached or detached), sheds, pool houses or other outbuildings. Such outbuildings may be demolished during reconstruction to allow enough space for the new home to be built or because such structures pose a health or safety issue. Attached garages are allowable when required by code or HOA requirements.

The following is a non-exhaustive list of items that are not included or considered when determining the floorplan, bedroom/bathroom configuration, or size of the reconstructed home. The Program does not reconstruct like for like:

- Interior or exterior finishes;
- Square footage;
- Number of bathrooms (if more than 2);
- Extra/Bonus rooms such as dens, playrooms, offices, studies, libraries, etc.

2.6.2 Reasonable Accommodations – Reconstruction Award Type

All CMU Block or Wood Frame reconstruction projects are designed with the following accommodations. All reconstructions will receive the following universal accommodations, regardless of whether a Reasonable Accommodation has been requested by the applicant:

- 36” hallways, wide enough to accommodate a standard wheelchair;
- Adequate turning radius for a wheelchair in the kitchen;
- Adequate turning radius for a wheelchair in both bathrooms²;
- All doors installed with levers instead of knobs;
- Exterior doors, all bedroom doors and all bathroom doors are 36” wide.

² If the applicant requests a reasonable accommodation for the bathroom, the reasonable accommodation will be installed in the bathroom with adequate turning radius for a wheelchair, unless otherwise specified on the Verification of Disability Form.

In addition, the applicant may request reasonable accommodations in the bathroom, kitchen, entrance, and/or strobe smoke detectors throughout.

2.6.2.1 Reasonable Accommodations – Bathroom

Applicants who request accommodations in a bathroom may select one (1) of three (3) standard available options. Accessibility modifications will only be made in one (1) bathroom. By default, the modified bathroom will be the master bathroom, unless otherwise specified on a completed Reasonable Accommodation Request Form.

2.6.2.1.1 Bathroom Reasonable Accommodation 1 (RA-1)

Applicants who opt for Reasonable Accommodation 1 (RA-1) will be provided one (1) bathroom with the following accessibility modifications:

- Tub length of 60” and tub width of 36” in master bath. Hallway bathtub is 60” x 30”, with no seat³; grab bars installed in tub/shower enclosure;
- Chair height toilet with grab bars.

2.6.2.1.2 Bathroom Reasonable Accommodation 2 (RA-2)

Applicants who request Reasonable Accommodation 2 (RA-2) will be provided one (1) bathroom with the following accessibility modifications:

- Tub/Shower combination with blocking, grab bars, seat and shower wand;
- Chair height toilet with grab bars.

2.6.2.1.3 Bathroom Reasonable Accommodation 3 (RA-3)

Applicants who request Reasonable Accommodation 3 (RA-3) will be provided one (1) bathroom with the following accessibility modifications:

- 30” x 60” roll-in shower compartment, equipped with grab bars, seat and shower wand;
- Chair height toilet with grab bars;
- Roll under vanity.

³ If a bathroom is removed for scope reduction this may vary.

2.6.2.2 Reasonable Accommodations – Kitchen

Applicants may request reasonable accommodations to make a kitchen more accessible. Standard reasonable accommodations for kitchens in reconstruction project types include:

- Wheelchair accessible cook top (knobs on front of appliance);
- Roll under kitchen sink.

2.6.3 Reconstruction Scope of Work

In certain cases, a property owner may only be eligible for the complete reconstruction of his/her home, either substantially within the same footprint as the prior home (reconstruction) on a different footprint. The scope of work for each reconstructed or newly constructed structure will vary but may include, although not be limited to, the following:

- Coordination with the property owner and his/her family from assignment to obtaining a certificate of occupancy for closing;
- Utility disconnection and deactivation;
- Demolition of existing structure;
- Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos containing materials;
- Providing architectural and house plan renderings that meet the following requirements, at a minimum:
 - Comply with local code requirements;
 - Fiber cement siding or Stucco (for Concrete Block/CMU Homes);
 - Roof shall be constructed with radiant barrier sheathing, ice & water shield with architectural shingles;
 - Strapping and impact resistant window requirements per local code;
 - Vinyl windows;
 - Flooring shall be either carpet or vinyl plank flooring (no sheet goods);
 - Plans must be adaptable for all 3 different accessibility accommodation scenarios outlined herein (RA-1, RA-2, and RA-3);

- Bedrooms shall be a minimum of 100 SF with a minimum of 25 SF closet space; and
- Comply with energy efficiency and green building program requirements.
- Conduct site specific analysis for surveying, zoning, plot plans and site specific engineering;
- Site preparation;
- Construction of new residential structures including 2-, 3-, and 4-bedroom floor plans in accordance with all applicable local and state codes and standards as well as the specified Green Building Certification and HUD recognized Energy Efficiency Standards; and
- Addressing special needs accessibility accommodations in accordance with program guidelines.

2.7 Demolition

Applicants with repetitive loss properties within Lee County are eligible for transitioning an acquired property from a residence to a use that is compatible with open space, recreational, floodplain and wetland management practices, or other disaster-risk reduction practices. In such cases, work assigned to the Contractor may be demolition only as provided in this section.

2.7.1 Demolition Scope of Work

In certain cases, a property owner may only be eligible for the demolition of his/her home and site restoration of the parcel to open space. The scope of work for each demolition will vary but may include, although not be limited to, the following:

- Coordination with the property owner and his/her family from assignment to obtaining a certificate of completion (or permit signoff equivalent) for closing;
- Utility disconnection and deactivation;
- Demolition of existing structure;
- Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos containing materials;
- Conduct site specific analysis for surveying, zoning, and plot plans;
- Final site restoration to open space.

2.8 Additional Requirements

These requirements apply to all project types included in this solicitation:

- Provide professional labor, equipment, and materials adequate to perform the work in accordance with the scope of work issued for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;
- Comply with all applicable local, state and federal laws, regulations, and guidelines, which may include: HUD Community Development Block Grant disaster laws, regulations, and guidelines; the Davis Bacon Act, as applicable; and Section 3 of the Housing and Urban Development Act of 1968;
- Mobilize in the Lee county area within 45 days from the execution of a Contract;
- Provide documentation and tracking of construction progress in the program system of record and upon request by any HORNE or Lee County staff;
- All communications, updates, interactions, site visits, etc. with any Lee County applicant or in direct support of progressing an Lee County applicant must be recorded in Canopy™. It is expected that General Contractors will input notes in Canopy no less than twice weekly for all assigned, active projects. Canopy access will be provided to awarded respondents by HORNE;
- Meet with the program and individual property owners to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and reviewing work upon final inspection. The initial meeting between the contractor, applicant and Program will be done through a preconstruction meeting at one of the Program offices located within the entire county area;
- Start construction activities within 90 days of the Pre-Construction phase from project assignment to Notice to Proceed
- Meet Program 150-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for reconstruction projects, 30-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for demolition only, 60-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection

for MHU replacement projects, and 30-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for rehabilitation projects with a scope <\$50,000, 60-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for rehabilitation projects with a scope >\$50,000 and <\$100,00, 90-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for rehabilitation projects with a scope >\$100,000 and <\$150,000, 120-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for rehabilitation projects with a scope >\$150,000

- Provide a Green Building Certificate from Florida Green Building Coalition for completed reconstruction projects;
- Provide certificate from a HUD recognized Energy Efficiency Standard for completed construction;
- Respond to Lee County open records requests in a timely manner;
- Meet all federal, state and local requirements for the transport and disposal of municipal solid, industrial, hazardous and other wastes from demolished structures;
- Provide a one-year warranty for all work performed; and
- Assist homeowners in vacating their damaged home, if necessary.

2.9 Contract and Term

HORNE intends to award multiple indefinite delivery/indefinite quantity (IDIQ) contracts for the services requested under this Solicitation. Any contract resulting from this Solicitation, except for the exception noted below, shall be effective from contract execution until March 1, 2025. HORNE, at its own discretion, may extend any contract awarded pursuant to this Solicitation for up to two additional one-year terms, subject to terms and conditions mutually agreeable to both parties.

The selected Contractors will be bound to the specific terms and conditions found in the *Sample Contract*, **Exhibit B**. These terms and conditions are subject to change prior to the execution of any contract that may result from this Solicitation.

HORNE reserves the right to utilize the vendors qualified under this RFP for any disaster recovery projects within Lee County for which HORNE becomes the contracting authority.

2.10 No Guarantee of Volume or Usage

HORNE makes no guarantee of volume or usage under any contract resulting from this Solicitation.

All respondents scoring 80% of available points or better may be selected for participation. In the event that the program requires additional capacity, Horne reserves the right to resolicit contractors.

2.11 Contract Authorization and Compensation

During the term of any contract awarded under this Solicitation, HORNE may request Contractors to perform certain Projects as described above, subject to specific work authorization in the form of a Notice to Proceed (NTP) for an individual application. No onsite construction activities are to proceed without an NTP. HORNE will assign projects to general contractors based on the general contractor's performance history on Lee County construction projects and the general contractor's capacity to take on additional jobs at the time the project is ready to be assigned.

HORNE shall consider the Cost Proposal provided by Respondent along with site-specific construction cost data to establish the cost benchmarks for each Project.

A sample Contract is included with this Solicitation as **Exhibit B**. All Contracts shall be in writing, signed by both the Contractor and HORNE, and shall include a scope of services, a list of tasks to be performed by Contractor, a time schedule, a list of deliverables, if any, and such other information or special conditions as may be necessary for the work requested.

2.12 Liquidated Damages

The Program has set liquidated damages for not completing the work within 150 calendar days for reconstruction projects, 60 calendar days for MHU replacement projects, 30 calendar days for demolition projects, and 30 calendar days for rehabilitation projects with a scope <\$50,000, 60 calendar days for rehabilitation projects with a scope >\$50,000 and <\$100,00, 90 calendar days for rehabilitation projects with a scope >\$100,000 and <\$150,000, 120 calendar days for rehabilitation projects with a scope >\$150,000 commencing on the date specified in written Notice to Proceed, including all officially approved extensions thereto, to be One Hundred Dollars and No/100 (\$100.00) PER DAY, per individually assigned Project. The Contractor may be liable for liquidated damages in the amount of One Hundred Dollars and No/100 (\$100.00) PER DAY, per affected

Projects, if Contractor fails to complete the work within the contracted period.

2.13 Audit

Contractor shall retain all records relevant to this Contract for a period of three years from the date of Lee County's submission of the final expenditure report on this federal award to HUD, or for federal awards that are renewed quarterly or annually, from the date of Lee County's submission of the quarterly or annual financial report, respectively, as reported to HUD.

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3 ADMINISTRATIVE INFORMATION

3.1 Schedule of Events

Event

Issue Solicitation	December 15, 2023
Deadline for Questions	January 3, 2024, 5:00pm EST
Deadline for Submission Responses	January 26, 2024, 5:00pm EST
Evaluation Period	January 29, 2024 - February 14, 2024
Best and Final Offers	February 15, 2024 – February 22, 2024
Selection and Award Notice	March 1, 2024
Contract Negotiation and Execution	March 4, 2024 – March 22, 2024
Deadline for Bonds and Insurance	7 Days after execution of contracts

NOTE: These dates represent a tentative schedule of events. HORNE reserves the right to modify these dates at any time prior to the deadline for submission of Solicitation Responses.

3.2 INQUIRIES

3.2.1 Contact

All requests, questions or other communications about this Solicitation shall be made in writing to HORNE, addressed to the person listed below.

Email: *Leecounty@horne.com*

3.2.2 Clarifications

HORNE will allow written requests for clarification of this Solicitation. Questions may be e-mailed to the email address listed in Section 3.2.1 above. Respondents' names shall be removed from questions in the responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

- Paragraph number;

- Page number;
- Text of passage being questioned; and
- Question.

NOTE: The deadline for submitting questions is noted in Section 3.1. above. Please provide company name, address, phone number, e-mail address and name of contact person when submitting questions.

3.2.3 Responses

All accepted questions will result in written responses with copies posted to www.leegov.com/recovery/cdbg-dr. Responses shall be posted as an Addendum to the Solicitation. It is Respondent's responsibility to check the website for updated responses.

3.2.4 Prohibited Communications

On issuance of this Solicitation, except for the written inquiries described in Section 3.2.1. above, HORNE, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent(s) or their representative(s). Attempts to ask questions by phone or in person will not be allowed or recognized as valid. Failure to observe this restriction may disqualify the Respondent. Respondent shall rely only on written statements issued by HORNE's contact email identified in Section 3.2.1. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation.

3.3 SOLICITATION RESPONSE COMPOSITION

3.3.1 General Requirements

Respondent shall complete and upload the documents listed below to the URL in Section 3.4.3:

- a) One Narrative Proposal submitted as one Portable Document Format (PDF) file;
- b) One Cost Proposal submitted as one PDF file ;
- c) If any information in the Narrative Proposal or the Cost Proposal is considered confidential, proprietary, or trade secret information, a redacted version of the Narrative Proposal and/or the Cost Proposal should be submitted.

NOTE: Respondent must provide a pricing-redacted set of Cost Proposal forms, as described in Article VI, as part of the Narrative Proposal.

Respondent shall prepare a Solicitation Response that clearly and concisely represents its qualifications and capabilities pursuant to this Solicitation. Any terms and conditions attached to a Solicitation Response will not be considered unless specifically referred to in this Solicitation and may result in disqualification. Respondent is responsible for all costs related to the preparation of its proposal.

3.3.2 Solicitation Response Format

For ease of evaluation, the Solicitation Response shall be presented in a format that corresponds to, and references sections outlined within, this Solicitation, and shall be presented in the same order. Responses to each section and subsection shall be labeled clearly to indicate the item being addressed. Exceptions to this will be considered during the evaluation process.

3.3.3 Page Limit and Supporting Documentation

Proposals should not exceed 15 pages in length. **Exhibit A, Federal Affirmations**; signed acknowledgements of addenda; résumés; Cost Proposal; Pricing-Redacted Form Cost forms; and Annual Reports, are considered supporting documentation and are not included in the page limit. The Solicitation Response should be formatted using 12-point or larger font, except for charts, graphs or other graphical representations of data.

3.3.4 Technical Proposal

Respondent must describe, as clearly, specifically and completely as possible, its proposed methodology and schedule for achieving the objectives and requirements of this Solicitation. Respondent should identify all tasks to be performed to be responsive to Section 2: Scope of Work, including project activities, materials, and other products, services and reports to be generated during the contract period and relate them to the stated purposes and specifications described in this Solicitation. **Respondents must clearly identify in their technical proposal whether they intend to perform MHU replacement projects or rehabilitation projects only. Any respondent that chooses to perform reconstruction projects will also be required to perform rehabilitation projects. Respondents may choose to perform all award types.**

3.4 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.4.1 Deadline

Solicitation Responses must be received at the upload link, identified below in Section 3.4.3 hereof, no later than as specified in Section 3.1.

Respondents may submit Solicitation Responses any time prior to that deadline. The upload link shall time stamp all uploaded Solicitation Responses; any other documentation of timely submission in lieu of the time stamp WILL NOT be accepted.

3.4.2 Labeling

Each file uploaded to the upload link shall include Respondent's company name and the title of the document, for example: "Company X: Cost Proposal."

3.4.3 Delivery

Respondent must upload Solicitation Responses to the following upload link:

<https://horne.app.box.com/f/35b628b412bd420f80197276f02f35e5>

HORNE shall not accept Solicitation Responses submitted by any other means. Please contact the point-of-contact listed in section 3.2.1 above for assistance with the upload link.

HORNE encourages Respondents to allow sufficient time for the submission of Solicitation Responses to the upload link to ensure timely receipt. If all or any portion of a Solicitation Response is received late, is illegible, or is otherwise rendered non-responsive due to equipment failure or operator error, the response or the applicable portion of the response will not be considered. HORNE shall not be liable for equipment failure or operator error.

3.4.4 Alterations, Modifications, and Withdrawals

Solicitation Responses may be modified, altered or withdrawn by notifying the point-of-contact listed in Section 3.2.1 above, provided such notice is received prior to the deadline for submission of Solicitation Responses.

4 SOLICITATION RESPONSE EVALUATION & AWARD PROCESS

4.1 Evaluation Criteria

4.1.1 Best Value Selection

Solicitation Responses shall be evaluated in accordance with criteria set forth below. HORNE shall not be obligated to accept the lowest priced proposal but shall make an award to the Respondents that provide the “Best Value” to the Program.

4.2 Minimum Qualifications

Respondent must meet the minimum qualifications listed below. Furthermore, Solicitation Responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected.

Respondent shall submit a summary (not to exceed two pages) that provides specific support for meeting the minimum qualifications outlined in this Section. This support can specifically state how the Respondent meets each minimum qualification or can direct the evaluators to the appropriate section of the Solicitation Response, which provides support for the Respondent satisfying each minimum qualification.

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- 4.2.1.1 Respondent must have been in the residential construction business for a minimum of five (5) years, or the principals/owners must have had a minimum of five (5) years of ownership/executive management experience in a previous company that provided residential construction services;
- 4.2.1.2 Respondent must either: 1) hold a current license (where applicable) issued by any jurisdictions which Respondent states are within the geographical boundaries covered in the Action Plan; or 2) commit to securing such licenses prior to entering any contractual obligations to work within those areas;
- 4.2.1.3 Respondent must demonstrate that they have a minimum of three (3) years' experience in the rehabilitation, reconstruction of residential housing funded by Community Development Block Grant Disaster-Recovery funds, or the principals/owners must have had a minimum of three (3) years' experience in the rehabilitation, reconstruction of residential housing funded by the Community Development Block Grant Disaster-Recovery funds;
- 4.2.1.4 Respondent must demonstrate the ability to carry residential reconstruction projects to completion within 150 days; ability to carry MHU replacement projects to completion within 60 days; ability to carry residential demolition projects to completion within 30 days; and ability to carry residential rehabilitation projects to completion within 30 days for projects with a scope <\$50,000, 60 days for projects with a scope >\$50,000 and <\$100,00, 90 days for projects with a scope >\$100,000 and <\$150,000, 120 days for projects with a scope >\$150,000.
- 4.2.1.5 Respondent must demonstrate the ability to, and have experience with, the repair of historic properties;
- 4.2.1.6 Respondent must demonstrate the ability to, and have experience with, lead based paint and asbestos removal and environmental mitigation related to the rehabilitation and reconstruction of residential properties;
- 4.2.1.7 Respondent and/or it's principals/owners must have experience in managing and completing projects of a similar size and nature with respect to disaster recovery;

- 4.2.1.8 Respondent must have experience in achieving compliance and reporting on compliance with state and federal construction laws, regulations and procedures, and producing the payroll documentation necessary for compliance;
- 4.2.1.9 Respondent must be financially solvent, adequately capitalized, and demonstrate it has the financial resources to perform and complete the work and to provide all required warranties.

4.2.2 Other Requirements

Respondent should indicate that it meets each of the following requirements by providing documentation and/or specific proof of experience and qualifications to carry out each task:

- 4.2.2.1 The work to be performed under a contract awarded pursuant to this Request for Proposals will utilize funds provided by HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible and consistent with existing state and federal law, opportunities for training and employment be given to lower-income residents in the project area and contracts for work in connection with this project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the program.
- 4.2.2.2 Respondent shall commit to make a demonstrated effort to provide subcontract opportunities to locally owned businesses, minority and women-owned businesses enterprises and low-income residents in the program area. Respondents should document efforts to engage minority and women-owned businesses.
- 4.2.2.3 Respondents must commit to securing and/or maintain office space somewhere within the Lee County area for the duration of the project. Respondents should indicate in their narrative proposal where the office(s) is/are anticipated to be located and provide the respondent's plan for staffing each office.
- 4.2.2.4 Contractor must provide a one-year warranty on all materials and workmanship; Contractor will remain liable for defects as provided by Florida law.

- 4.2.2.5 Upon Project completion, Contractor must document certification by a Green Building official body for reconstruction projects.
- 4.2.2.6 Upon Project completion, Contractor must document certification by an Energy Efficiency official body.
- 4.2.2.7 Contractor must maintain performance and payment bonds in an amount equal to the value of the active construction projects issued under the awarded contract. HORNE will award contracts in different amounts based upon the work that is required. Respondent must provide evidence of the maximum performance and payment bonding capacity with the Solicitation Response, and the form of the bond that shall be executed and produced by the selected Respondent(s) at the time of Project assignment. Respondent must provide evidence of a minimum bonding capacity of Five Million and No 00/100 Dollars (\$5,000,000) with the Solicitation Response. For respondents whose intention it is to complete only MHU replacement or rehabilitation projects, HORNE may consider the selection of Respondents who can provide evidence of a maximum performance and payment bonding capacity of not less than Two Million and No 00/100 Dollars (\$2,000,000) for a smaller number of projects. In no event shall the bond requirement be for less than one hundred percent (100%) of a Contractor's amount under contract at any given time. All bonds must be issued by a bonding agent with at least an "A" rating, and the bonding companies must be listed in the Department of the Treasury's Listing of Certified Companies.
- 4.2.2.8 Contractors who intend to perform reconstruction projects must submit reconstruction plan sets of single-family homes, including options for Stick-Built and CMU Block, for consideration by the program for use in the reconstruction phase of the program. The Contractor must obtain permission from the designers for free reuse by the program by any contractor selected by the Program. Contractors will be responsible for performing site-specific engineering requirements when using these plan sets. Plan sets will be required to have 2 bathrooms. Contractors must provide 2-bedroom, 3-bedroom, and 4-bedroom plan sets. Plans must allow for all accessibility options discussed in Section 2 above.

Layout	Square Footage Targets (Conditioned Space)
2 Bedroom / 2 Bathroom	1000 – 1200 SF
3 Bedroom / 2 Bathroom	1200 – 1500 SF
4 Bedroom / 2 Bathroom	1300 – 1700 SF

Accessibility will be offered to all applicants with approved disability modifications. The details of those accessibility features are detailed in Section 2 above.

4.2.3 Selection Criteria

Solicitation Responses shall be consistently evaluated and scored in accordance with the criteria below.

- 4.2.3.1 Cost (**25 points**);
- 4.2.3.2 Experience, Qualifications, and References (**35 points**);
- 4.2.3.3 Reconstruction Plan Sets Submitted (**15 points**)
- 4.2.3.4 Proposed Methodology/Technical Proposal (**20 points**); and
- 4.2.3.5 Overall responsiveness, clarity, and organization of Solicitation Response (**5 points**).
- 4.2.3.6 Proposer is listed as Section 3 business (Additional **5 points**).

If respondent is not submitting a bid response to perform reconstruction projects, the total maximum number of points available for that respondent is 85 points. All respondents scoring 80% of available points or better may be selected for participation in the program. For respondents submitting Reconstruction Plan Sets, a total of 80 points will be required to participate. For respondents not submitting Reconstruction Plan Sets, a total of 68 points will be required to participate.

In the event that the program requires additional capacity, Horne reserves the right to resolicit contractors.

A firm is not required to be a Section 3 firm to participate in this solicitation and will not be deemed Non-Responsive should they not be a Section 3 business. However, to receive the additional 5 points allocated to Section 3 the firm must be a registered/certified Section 3 firm and meet the requirements for preference.

HORNE may also consult with additional CDBG-DR programs to verify vendor performance on other CDBG-DR housing recovery contracts. The evaluation committee may utilize this information to:

- a) Identify vendors that have exceptional performance;
- b) Aid purchasers in making a best value determination based on vendor past performance;
- c) Protect the Program from vendors with unethical business practices.

NOTE: In order to clarify any response, the Solicitation evaluation committee may contact references provided in response to this Solicitation, contact Respondent's clients, or solicit information from any available source concerning any aspect of the Solicitation deemed pertinent to the evaluation process.

Respondents will receive an initial ranking based on their scores outlined above. Initial GC assignment of projects will be based on the scoring and consideration to the following factors, but not limited to:

- Project location and award types;
- Financial resources;
- Subcontractor information;
- GC staffing, including superintendent ratio; and
- Capacity based on GC past performance.

Future GC assignments will be made based on the GC Scorecard for the program. HORNE determines which GC is best suited to receive an assignment by considering factors including, but not limited to, the location and award type of projects, GC capacity at the time the project is ready for assignment, and GC score at time of assignment. As such, the highest scoring GC at the time projects are ready for assignment is not guaranteed to receive the projects.

GC performance is scored using the scoring criteria outline below. Scorecards will be broken down into the following criteria:

Scorecard Criteria		
Building Quality	Inspectors will evaluate workmanship, materials, pursuance of deficiencies	35 points
Project Management	Measures timeliness of Construction from the issuance of the Notice to Proceed	50 points
Customer Service	Measures responsiveness, reporting, customer satisfaction, complaints	15 points
TOTAL points available:		100

Quality of construction will be measured through progress and final inspections, which are conducted by the program team to confirm that the work is being performed by the GCs in conformance with program requirements and with the design documents provided. Program provided progress inspectors will inspect for workmanship in addition to confirming code inspections have already been performed. Program provided inspectors will identify construction deficiencies at each progress or final inspection. A failed progress inspection will result in 17-point deduction from the GC's score and a failed final inspection will result in an 18-point deduction. The maximum number of points available for each inspection is identified below.

- Progress Inspection – 17 points
- Final Inspection – 18 points

The project management portion of the scoring is focused on the timeliness of construction activities from the issuance of the Notice to Proceed (NTP) through the completion of the Final Inspection. To ensure applications are quickly moving forward through both the pre-construction and construction processes, performance points are included for both phases. The contractors will receive a 1-point deduction for each day that goes beyond the allowable number of delays associated with each task.

Contractors will be required to request time extensions for legitimate delays beyond their control for approval consideration by the program. While extensions may be granted, the extensions do not impact the timeline used

for the purpose of GC scoring. GC scoring is based on the contractual timeframe for completion of each project type, regardless of any extensions granted. Examples of legitimate delays include, but are not limited to:

- Weather delays
- Utility disconnection delays
- Homeowner moveout delays
- Extended permitting delays
- Other reasonable and unforeseen conditions that last more than 5 consecutive calendar days

The customer service portion of the GC scoring criteria refers to the GC's ability to manage customer service actions from both the program staff and homeowners. Customer service plays a pivotal role in assessing the quality of the services. Homeowners will access via the survey how GCs fulfilled their commitments made to the applicants, ensuring trustworthy and transparent relations, if GCs adhere to the schedule agreed upon with the applicant and meeting agreed-upon timelines, and willingness to assist applicants when needed and adaptable to their schedules and preferences. If a homeowner does not complete the survey, the contractor will receive 8 points. If a homeowner responds to the survey, the score will be determined by homeowner responses. Overall positive survey responses will result in the GC receiving the full 15 points. Overall negative survey results will result in a score of 0 for Customer Service.

GCs should provide high-quality and honest customer service from the outset, as there will be no opportunity to rebut or dispute the scores given by the applicants. Contractors are encouraged to use customer feedback as an opportunity for continuous improvement in their customer service practices. The housing repair program management will periodically review customer service scores. Effective customer service is essential to the success of the program. GCs should prioritize honesty, adherence to deadlines, and helpfulness to ensure a positive experience for homeowners.

GCs who are assigned projects can accept or reject the project. If projects are rejected, the GC must provide an explanation for why they were rejected. Rejection of projects may impact the likelihood of the GC receiving additional projects.

If a project must change award type after being assigned, HORNE reserves the right to assign the project with new award type to the same GC who accepted the project originally, or to a different contractor who is more suitable to complete the project at the time the project is again ready for assignment. Although rare, projects may change award type for a variety of reasons including but not limited to zoning regulations, changed property conditions, change order, or municipal regulations.

4.3 Short List

HORNE expects to make an initial evaluation of the Solicitation Responses to develop a short list of finalists. However, HORNE is not obligated to develop this list. If a list is developed, all Respondents will be notified in writing whether or not they are finalists.

4.4 Best and Final Offer (BAFO)

Clarification discussions, at HORNE's sole option, may be conducted with Respondents who submit Solicitation Responses determined to be acceptable and competitive. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of the Solicitation Responses. Such revisions may be permitted after submission and prior to award to obtain BAFOs. In conducting discussions, there shall be no disclosure by the Program of any information derived from the Solicitation Responses submitted by competing Respondents.

HORNE shall consider the Cost Proposals provided by Respondent(s) along with site-specific construction cost data to establish the cost benchmarks for each Project. Respondents will be able to either accept or reject the benchmarks prior to Notification of Award(s).

4.5 Multiple Awards

It is the intent of the Program to award multiple contracts under this Solicitation. Award notice(s) will be sent to the selected Respondents. Any award is contingent upon the successful negotiation of final contract terms. Final contract amounts may be subject to negotiation between HORNE and the selected Respondents. Final contract amounts must provide the best value for the Program, considering the effect of the purchase on agency productivity and all other best value factors described herein.

4.6 Verification of Minimum Qualifications

The Program will confirm that Contractors continue to satisfy the minimum qualifications described in Section 4.2 of this RFP throughout the duration of any contract resulting from this Solicitation. Contractors who no longer satisfy the required minimum qualifications may be removed from the contractor pool at the sole discretion of the Program.

5 REQUIRED RESPONDENT INFORMATION

5.1 Respondent Information

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation and to produce the specified products or services on time. Respondent must provide the following information:

5.1.1 Company Narrative

A detailed narrative explaining why Respondent is qualified to provide the services enumerated in Section 2, focusing on its company's key strengths and competitive advantages. Respondent must provide a summary of capacity based on past experience including, at minimum, number of projects completed annually on a single program, number of projects assigned at a single time on a single program.

5.1.2 Company Profile

A company profile to include:

- a) The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly-owned subsidiaries, affiliated companies, or joint ventures. (*Please provide this information in a narrative and as a graphical representation*). If Respondent is an Affiliate of, or has a joint venture or strategic alliance with, another company, please identify the percentage of ownership and the percentage of the parent's ownership. Finally, please provide a proposed operating structure for the services requested under this Solicitation and which entities (i.e. parent company, Affiliate, Joint Venture, subcontractor) will be performing them;
- b) The year the company was founded and/or legally organized. If organized as a business entity other than a sole proprietorship (e.g., corporation, LLC, LLP, etc.), please indicate the type of entity, the state under whose laws the company is organized and the date of organization;
- c) The location of company headquarters and any field office(s) that may provide services for any resulting contract under this Solicitation, including subcontractors. Identify the location served by your company;

- d) The number of employees in the company, both locally and nationally, and the location(s) from which employees may be assigned;
- e) The name, title, mailing address, e-mail address, telephone number, and fax number of Respondent's point of contact for any resulting contract under this Solicitation;
- f) Whether the company has ever been engaged under a contract with HORNE or Lee County. If "Yes," specify when, for what duties, and for which project; and
- g) Whether the company has ever been engaged under a contract for CDBG funded residential construction and whether you were involuntarily terminated from participation in the program or voluntarily ceased participation in the program without completing all construction projects.

NOTE: A Respondent that is not organized under the laws of the state of Florida must register with the State before it may transact business in Florida.

5.1.3 Key Staffing Profile

Respondent must provide a key staffing profile and résumés for staff that will be responsible for the day-to-day performance of the services requested under this Solicitation. Respondent shall designate a dedicated construction lead in this section who will be located in the entire county response area.

Staff members listed in the Key Staffing Profile who are independent contractors and not employees of Respondent may also qualify as subcontractors. Respondent shall use only licensed subcontractors as required by the State of Florida.

Respondent's staffing profile must not reflect a greater than 8:1 jobsites to superintendent ratio.

Respondent must identify which employees will be physically located in the responding area as regular face-to-face meetings with the program and applicants will be required (i.e., mandatory preconstruction meetings with applicants for each application).

Key staff must include the following:

- **Project Manager** – The project manager is the individual who is ultimately responsible for all Lee County CDBG-DR related operations. The project manager is accountable for planning and allocating resources, preparing budgets, monitoring progress, and keeping Lee County stakeholders and Lee County informed throughout the project lifecycle;
- **Superintendent(s)** – Superintendents are responsible for managing a group of individual project sites. Superintendent(s) should manage a maximum of eight (8) active project sites at any given time.
- **Warranty Coordinator** – The warranty coordinator is responsible for ensuring timely completion of all warranty claims assignable to the General Contractor. The warranty coordinator is responsible for recording warranty claims in the program system of record, communicating with the applicant to schedule warranty repairs and keep the applicant apprised of progress to completion of the repairs. The warranty coordinator is also responsible for providing evidence of completed warranty repairs to the program.

5.1.4 References

Respondent shall provide a minimum of three **non-Lee County and non-HORNE** references for projects of similar type and size performed within the last five years, preferably for state and/or local government entities. HORNE reserves the right to check references prior to making any award hereunder. Any negative responses received may be grounds for disqualification of the proposal. Horne reserves the right to contact programs other than those listed by the respondent in which Horne knows respondent participated.

Respondent must verify current contacts. Information provided shall include:

- a) Client name;
- b) Project description;
- c) Total dollar amount of project;
- d) Key staff assigned to the referenced project that will be designated for work under this Solicitation; and
- e) Client project manager name, telephone number, and e-mail address. HORNE checks references by e-mail. Respondents who do not provide accurate e-mail addresses waive the right to have

those references considered in the evaluation of their Solicitation Responses.

5.1.5 MAJOR SUBCONTRACTOR INFORMATION

In addition to the requirements above, Respondent must identify any major subcontractors whom Respondent intends to utilize in performing fifty percent (50%) or more of the Project. Respondent must indicate whether or not Respondent holds any financial interest in any major subcontractor. It may be required as a condition of award that an authorized officer or agent of each proposed major subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, Respondent's obligations under any contract awarded pursuant to this Solicitation.

Respondents are not permitted to award more than 50% of an award for an individual home to one subcontractor to perform the work onsite. "Turn-Key" subcontractors will not be permitted in the program.

5.2 LITIGATION HISTORY

Respondent must include in its Solicitation Response a complete disclosure of any actual or alleged breaches of contract, which have been asserted or claimed against it. In addition, Respondent must disclose any civil or criminal litigation or investigation pending at any point during the last three years to which Respondent is/was a party or in which Respondent has been judged guilty or liable. For each instance of litigation or investigation, Respondent shall list: basic case information (e.g., cause number/case number, venue information, names of parties, name of investigating entity); a description of claims alleged by or against Respondent or its parent, subsidiary, or other affiliate; for each resolved case, a description of the disposition of Respondent's involvement (e.g., settled, dismissed, judgment entered, etc.).

Failure to comply with the terms of this provision may disqualify any Respondent. Solicitation Responses may be rejected based upon Respondent's prior history with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor or significant failure(s) to meet contractual obligations.

If Respondent has no litigation history, as described above, it must so indicate in the appropriate section of the Solicitation Response.

5.3 CONFLICTS

Respondent must disclose any potential conflict of interest it may have in providing the services described in this Solicitation, including all existing or prior business dealings resulting in such conflicts. Respondent must also disclose any such activities of affiliated or parent organizations and individuals who may be assigned to manage this account. If there are no conflicts, as described herein, Respondent must indicate same in the appropriate section of the Solicitation Response.

5.4 Annual Report

If Respondent is an entity that is required to prepare audited financial statements, Respondent shall submit an annual report that includes:

- a) Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement and balance sheet;
- b) If applicable, last two years of consolidated statements for any holding companies or affiliates;
- c) An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- d) A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract.

If Respondent is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Respondent shall submit an annual report that includes:

- a) Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement and balance sheet;
- b) An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- c) A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract;

OR

- d) Other financial information sufficient for the Program, in its sole judgement, to determine if Respondent is financially solvent and adequately capitalized.

5.5 Safety Information

Respondent must provide its workers' compensation experience modification rate (EMR) for the last five years. Respondent shall submit this information on its insurance carrier's letterhead, signed by the carrier. Respondent must also provide the name and job title of the person in its organization that manages its safety program, and a description of that program. A copy of Respondent's safety manual may also be required. The safety manual will become part of the Contract if your Solicitation Response is selected.

5.6 Quality Control Program

Respondent must provide the name and job title of the person responsible for the Respondent's quality control program, as well as a description of the quality control program. A copy of Respondent's quality control manual may be required. The quality control manual will become part of the Contract if Respondent's Solicitation Response is selected.

5.7 Cost Control Program

Respondent is encouraged to suggest any possible cost reduction items to be taken into consideration prior to awarding a contract under this Solicitation. Respondent should include possible cost reduction items in their Narrative Proposal and provide a full description of the alternative work and the estimated cost savings. In addition, Respondent should detail the necessity of any additional drawings, specifications, or revisions to the construction sequencing and schedule that may be needed as a result of the implementation of the cost saving measures.

5.8 Warranty Program

Respondent must provide a description of their warranty program, including key personnel, and timeframes within which warranty complaints will be resolved. Warranty claims, communications, and resolutions will be required to be maintained in Canopy.

5.9 Non-Collusion Affidavit

The price and amount of any Solicitation Response must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Respondent, or prospective

Respondent. Complementary proposals are illegal and prohibited. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion. Respondent must complete, sign, and notarize **Exhibit C**, *Non-Collusion Affidavit*, which will become part of the Narrative Proposal.

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6 COST PROPOSAL

6.1 Cost Proposal

Cost information must **not** be included with Respondent's Narrative Proposal. Respondent must submit a Cost Proposal for the services described in this Solicitation. HORNE shall consider the Cost Proposals provided by Respondent(s) along with site-specific construction cost data to establish the cost benchmarks for each Project. These benchmarks shall be documented on the attached cost estimate forms. Respondent should submit pricing that is effective for Lee County covered by this Solicitation.

6.1.1 Reconstruction Projects:

HORNE has provided three sample sets of housing floor plans (2-bedroom, 3-bedroom, and 4-bedroom), attached hereto as **Exhibit G**. Respondent must provide Cost Proposals for the sample floor plans (AND ONLY THE SAMPLE FLOOR PLANS). These sample floor plans will only be used for developing program pricing per square foot. Actual homes to be constructed will be those submitted by contractors in response to this solicitation and approved by Lee County for construction. Submitted floor plans should include options for Stick-Built and CMU Block homes.

Respondent shall submit the Cost Proposals on the provided Reconstruction Cost Estimate Form, which is attached hereto as **Exhibit D**. The pricing listed on the Reconstruction Cost Estimate Form shall include all of Respondent's costs for completing the reconstruction of the sample homes listed in **Exhibit D**, including all labor, profit, overhead, materials, tools, supplies, equipment, personnel, travel expenses, bonding and insurance, permitting, licensure, taxes, sales tax, and all other associated costs and incidental costs necessary to provide the products and services according to the minimum specifications, requirements, provisions, terms, and conditions set forth in this Solicitation. The prices submitted by responsible respondents will be aggregated into Program Approved Pricing, including price per sq. ft for each size home and site-specific items, and utilized for all reconstruction projects.

Pricing for reasonable accommodations will be provided by contractor consistent with the definitions of each tier identified in Section 2, above.

6.1.2 MHU Replacement Projects:

The policy of the program is to replace storm impacted MHUs with new MHUs with similar number of bedrooms and bathrooms as the damaged

unit while addressing any overcrowding issues that may be present to the extent the program is able. To assist general contractors with obtaining units in the most timely manner possible, the program provides the following replacement guidance:

Applicant's Damaged MHU Configuration	Replacement MHU Configuration	Size Range (Singlewide)	Size Range (Doublewide)
2 bedroom or fewer; any number of bathrooms	2 BR/2BA	750 – 900 sq feet	1000 -1250 sq feet
3 bedroom; any number of bathrooms	3 BR/2BA	1000 – 1200 sq feet	1250 – 1500 sq feet
4 bedrooms; any number of bathrooms	4BR / 2 BA	1000 – 1200 sq feet	1400 – 1800 sq feet
5 or more bedrooms; any number of bathrooms	4BR / 2 BA	NA	1400 – 1800 sq feet

Respondent will provide floor plans for both single-wide and double-wide MHU configurations in the following layouts within the square footage ranges provided in the table above:

- 2-bedroom / 2-bathroom;
- 3-bedroom / 2-bathroom, and;
- 4-bedroom / 2-bathroom.

The Program desires to establish an “all inclusive” MHU price per square foot for the replacement of storm damaged MHUs. The “all inclusive” pricing provided by each respondent will be inclusive of the following activities:

- All required permits and fees;
- Disconnection of all utilities;
- Demolition and disposal of the existing storm damaged unit in an approved facility;
- Sitework and grading required to install new MHU including fill dirt to prepare pad;
- Purchase of a new HUD Certified MHU;

- All appliances shall be energy-star rated and shall include a refrigerator/freezer, oven/stove, and water heater;
- Hauling of the new MHU to the applicant address;
- Installation of the new MHU to the applicant address in accordance with program and code requirements;
- Skirting;
- Connection of all appliances and central HVAC system (mini-split units will not be allowed);
- GC testing of all mechanical, electrical, and plumbing systems;
- Installation of 2 hose bibs (spigots);
- Reconnection of all utilities;
- All required code inspections;
- Fill dirt to be provided as required to construct MHU pad and to ensure proper site drainage;
- Placement of 4 pallets of sod;
- Completion of all required program inspections;
- Title work;
- New title for the new MHU must be issued in the applicant's name prior to requesting program final inspection;
- Certificate of Occupancy required prior to key turnover;
- Warranty requirements as stated in GC contract;
- All costs for overhead, profit, taxes, sales tax, labor, materials, tools, supplies, equipment, personnel, travel expenses, bonding/insurance, licensure and all other associated and incidental costs necessary to provide the products and services according to the specifications, requirements, provisions, terms and conditions set forth within the contract;
- Any costs for surveys and elevation certificates are included in the all-inclusive price.

Square footage of the units will be the conditioned square footage of the home and will not include eaves or trailer tongue dimensions.

Pricing for "wheelchair friendly" units will also be required. "Wheelchair friendly" terminology is used in this instance knowing that each manufacturer refers to these units differently. This site-specific cost will include widened doorways, low threshold shower, shower wand (on an

accessible rail), shower seat, and a comfort height toilet with grab bars. The unit is required to have unobstructed access into/out of the unit and to the kitchen, bathroom, and at least one bedroom.

Respondents are to provide all-inclusive prices for MHU projects on the attached **Exhibit E** – MHU Cost Estimate Form. Note that **Exhibit E** has multiple tabs or worksheets included and respondents are required to also provide the site specific costs requested on the second (2nd) worksheet.

6.1.3 Rehabilitation Projects:

Rehabilitation projects will be estimated through the use of an industry standard cost estimating software program, Xactimate. Xactimate estimates will be provided to the contractors for rehabilitation projects at the time of the assignment. General contractors will be required to conduct site visits prior to initiating construction activities to ensure the scope of work is complete and accurate without doing any destructive testing. Costs in Xactimate will not include contractor overhead and profit. Contractors, as part of their bid response, are required to propose their combined overhead and profit rate to be provided on top of approved Xactimate cost estimates. The combined overhead and profit (O&P) rate is not to exceed 30%. The O&P rates submitted by responsible respondents will be aggregated into Program Approved Pricing and utilized for all rehabilitation projects.

NOTE: Respondent must provide one pricing-redacted set of Cost Proposal forms and include the set in the Narrative Proposal. All pricing information must be removed or obscured. The pricing-redacted forms will be used for evaluating the clarity and completeness of the Solicitation Responses.

6.1.4 Demolition Projects:

Respondent shall submit the Cost Proposals on the provided Demolition Cost Estimate Form, which is attached hereto as **Exhibit F**. The pricing listed on the Demolition Cost Estimate Form shall include all of Respondent's costs for completing the demolition and site restoration in **Exhibit F**, including all labor, profit, overhead, materials, tools, supplies, equipment, personnel, travel expenses, bonding and insurance, permitting, licensure, taxes, sales tax, and all other associated costs and incidental costs necessary to provide the products and services according to the minimum specifications, requirements, provisions, terms, and conditions set forth in this Solicitation.

7 TERMS, CONDITIONS AND EXCEPTIONS

7.1 General Conditions

7.1.1 Amendment

HORNE reserves the right to alter, amend or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to the award, if HORNE determines it is in the best interest of the Program.

7.1.2 Informalities

HORNE reserves the right to waive informalities and irregularities in any Solicitation Response received.

7.1.3 Rejection

HORNE reserves the right to reject any or all Solicitation Responses received prior to contract award.

7.1.4 Irregularities

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the point-of-contact listed in Section 3.2.1 as soon as possible, so that corrective addenda may be furnished to prospective Respondents.

7.1.5 Offer Period

Solicitation Responses shall be binding for a period of 90 days after they are opened. Respondent may extend the time for which their Solicitation Response will be honored. Upon contract execution, prices agreed upon by the Respondent are an irrevocable offer for the term of the contract and any contract extension(s). No other costs, rates or fees shall be payable to the Respondent unless expressly agreed upon in writing by HORNE.

7.1.6 Contract Responsibility

Respondent shall be solely responsible for the performance of all contractual obligations that may result from an award based on this Solicitation. Respondent shall not be relieved of its obligations for any nonperformance by its subcontractors.

7.1.7 Public Disclosure

Respondent is prohibited from advertising that it is doing business with HORNE or use a contract resulting from this Solicitation as a marketing or sales tool without prior written consent of HORNE. Furthermore, Respondent may not distribute or disclose this Solicitation to any other vendors or companies without permission from HORNE.

7.1.8 Remedies

All remedies available to HORNE for breach or anticipatory breach of any contract that results from this Solicitation are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. HORNE may exercise any available legal or equitable remedy.

7.2 INSURANCE

7.2.1 Required Coverages

For the duration of any contract resulting from this Solicitation, Respondent shall acquire insurance, bonds, or both, with financially sound and reputable independent insurers, in the type and amount listed in Exhibit B Sample Contract. The required coverage is to be with companies licensed in the state of Florida, with an "A" rating from A.M. Best, authorized to provide the corresponding coverage and must be listed in the Department of the Treasury's Listing of Certified Companies. Work on any contract shall not begin until after Respondent has submitted acceptable evidence of insurance. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of contract. Respondent shall submit acceptable evidence of insurance and bonds not later than seven days following the effective date of a Contract.

7.2.2 Alternative Insurability

Notwithstanding the preceding, HORNE reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies customarily required. It will be Respondent's responsibility to recommend to HORNE alternative methods of insuring the contract. Any alternatives proposed by Respondent should be accompanied by a detailed explanation regarding Respondent's inability to obtain the required insurance and/or bonds. HORNE shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

7.3 Protest

Any Respondent unsuccessful or aggrieved in connection with this Solicitation may file a protest by emailing leecounty@horne.com within fourteen (14) days of the award.

7.4 Contract Terms and Solicitation Acceptance

HORNE reserves the right to negotiate final contract terms with any selected Respondent; however, **Exhibit B**, *Sample Contract* is provided as a

courtesy to Respondents interested in responding to this Solicitation. Please review the terms and conditions in the sample contract, as they are the standard contract documents used by HORNE for the services requested herein. The terms and conditions in **Exhibit B** are subject to change prior to the execution of any contract that may result from this Solicitation.

Respondents who wish to propose modifications to the Sample Contract must propose modifications, adjustments, objections, or other edits in an Attachment to the Narrative Proposal. The Attachment will not count towards the 15-page limit. Respondents who have no objection to the Sample Contract must submit an Attachment stating such.

7.5 Special Conditions

7.5.1 Section 3

Lee County will comply with the requirements of Section 3 of the Housing and Urban Development Act (HUD) of 1968 pursuant to 24 CFR 570.607 (b). This legislative directive provides preference to low-income residents, and businesses that substantially employ said persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects. As such it is the intent of the County to give, to the greatest extent feasible, (consistent with existing Federal, State, and local laws and regulations), employment, contracting and other economic opportunities arising in connection with a proposed project to low-income persons, Section 3 residents and business concerns in the local community, and that contracts be awarded to eligible business concerns which employ and/or are owned in substantial part by such low-income persons residing in Lee County.

Efforts to ensure that compliance is achieved include: 1) requiring that all VENDOR post information at job sites in affected areas regarding employment opportunities and preference in hiring Section 3 employees and 2) advertising projects identifying contracting opportunities and the preference to utilize Section 3 businesses.

Bidder/Proposer is required to indicate whether the Firm and/or any proposed sub-Vendors are Section 3 businesses. Lee County encourages the utilization and participation of Section 3 Businesses in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Section 3 firms are encouraged to respond.

7.6 Small and Minority Business, Women's Business Enterprises, and Labor Surplus Area Firms:

If subcontracts are to be let, the prime CONSULTANT/CONTRACTOR/VENDOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- a) Place qualified small and minority businesses and women's business enterprises on solicitation lists.
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- c) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- d) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- e) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

7.7 Rules, Regulations, Laws, Ordinances and Licenses

Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
2. Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. 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

4. Meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

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