



RFP 19-001 CDBG GRANT ADMINISTRATOR

**LISA OSHA, PURCHASING AGENT
368 SOUTH COMMERCE AVENUE
SEBRING, FL 33870**

Email: purchasing@mysebring.com



The City of Sebring will receive sealed proposals
in the City Purchasing Department for:
19-001 CDBG GRANT ADMINISTRATOR
Commodity Code
95877, 94652

The City of Sebring, Florida is requesting proposals from qualified individuals or firms to provide grant administration services for FFY 2017 Small Cities Community Development Block Grant (CDBG) Program, Neighborhood Revitalization category. Specifications & General Terms and Conditions may be obtained at **VendorRegistry.com**. Any questions regarding the specifications, terms and conditions, and/or the bidding process should be submitted to **purchasing@mysebring.com**.

Sealed proposals must be marked with the RFP number and delivered to the **City of Sebring Purchasing Office Attn: Lisa Osha, 368 S. Commerce Ave., Sebring, FL 33870** so as to reach the said office no later than **3:00 p.m., Thursday, March 21, 2019**, of the official time clock in the purchasing office, at which time they will be opened. Bids received later than the date and time specified will be rejected. The City will not be responsible for the late delivery of any bids that are incorrectly addressed, delivered in person, by mail, or any other type of delivery service. The Sebring City Council reserves the right to accept or reject any or all bids or any parts thereof; and the award; if an award is made, will be made to the most responsible bidder whose bid and qualifications indicate that the award will be in the best interest of the City of Sebring. The council reserves the right to waive irregularities in the bid.

Fair Housing / Equal Opportunity Employer

Lisa Osha, Purchasing Agent
Sebring, Florida

Official Publication: VendorRegistry.com
Dates: March 1, 2019 – March 21, 2019
Publication: Tampa Bay Times (March 4, 2019)

SECTION 1 – DEFINITIONS

ADDENDA - Written and graphic documents issued prior to the receipt of bids to modify or interpret the bid documents.

AGREEMENT - The written instrument which is evidence of the agreement between City and Contractor covering the work.

BID or PROPOSAL - The offer or bid of a bidder or proposer submitted on the prescribed form setting forth the prices for the work to be performed.

BID BOND - A bond or other form of security offered by a bidder to the City soliciting the bid which guarantees that the bidder, if awarded the bid, will enter into a contract within a specified period of time and will furnish any required payment and performance bonds. If the bidder or proposer refuses to honor its bid, the bidder or proposer and bond surety or guarantor are liable on the bond for any additional costs the City incurs in hiring others to fulfill the contract, not to exceed the amount of the bid bond. A cashier's check or irrevocable line of credit on an acceptable bank, issued in the name of the City and in the required amount of the bid bond, may be substituted for a bid bond.

BID DOCUMENTS - The bid requirements, the Official Bid Form, instructions to bidders, the standard terms and conditions, plans and specifications, and the proposed contract documents. Include the "Public Notice of Request for bids," "General Information and Instructions for Bidders," "Standard Terms and Conditions," "Drug Free Workplace," "Agreement," "Specifications," and any Acknowledgement of Addenda issued prior to receipt of bids.

BIDDER, PROPOSER, OR OFFEROR – Bidder, proposer, or offeror shall have the same meaning; the individual or entity who submits a bid in response to an Invitation to Bid or Request for Proposal by the City.

BIDDING REQUIREMENTS - The Advertisement or Invitation to Bid or Request for Bids, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

CHANGE ORDER - The signed contract serves to define the terms and conditions for the services, work, or project as described in the bid and contract documents. A Change Order shall be considered a written order to the Contractor signed by the City, after execution of the contract, authorizing a change in the work or an adjustment in the contract price or the contract time.

CONTRACT - The entire and integrated agreement between the Contractor and the City, defining its terms and conditions, which supersedes all prior negotiations, representations or agreements, either written or oral.

CONTRACTOR - Any person having a contract, agreement or purchase order with the City.

CONTRACT DOCUMENTS - Those items so designated in the agreement. Only printed or hard copies of the items listed in the agreement are contract documents.

CITY OR OWNER - The City of Sebring, a Florida municipal corporation - The entity for whom the work is to be performed. City Hall, 368 South Commerce Avenue, Sebring, Florida 33870, phone 863-471-5100.

LOCAL BUSINESS - Having a fixed office or distribution point located in and having a street address within the City of Sebring first, then Highlands County, Florida second, for a least six (6) months immediately prior to the issuance of the competitive bid, request for quotation, or invitation for bid by the City of Sebring; and holds a business license required by the City of Sebring.

LUMP SUM BID PRICE - The amount stated on the "Bid Form" for which the Proposer offers to provide a service as described in the bid documents.

NOTICE OF AWARD - The written notice by the City to the successful bidder or proposer, including instructions and conditions which are to be complied with in a designated time and stating that upon that timely compliance with all conditions listed therein, the City will execute the agreement and contract documents and provide the Contractor with a notice to proceed.

NOTICE TO PROCEED OR PURCHASE ORDER - A written notice given by the City stating the date on which the contract time will commence and when the Contractor shall start to perform the work under the contract documents.

PAYMENT BOND - A payment bond guarantees that the Contractor will pay suppliers, laborers, and subcontractors (subject to contract terms) for labor and materials. Generally, payment and performance bonds are issued together as one bond, termed a "Performance and Payment Bond." The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the contract documents.

PERFORMANCE BOND - A performance bond guarantees the City that the Contractor will complete the contract according to its terms including price and time. Generally, payment and performance bonds are issued together as one bond, termed a "Performance and Payment Bond." The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the contract documents.

PROJECT - The total construction of which the work to be performed under the contract documents may be the whole, or a part.

SITE - Lands or areas indicated in the contract documents as being furnished by City upon which the work or project is to be performed, including right-of-ways and easements for access thereto, and such other lands furnished by the City which are designated for the use of Contractor.

SPECIFICATIONS - The written requirements for materials, equipment, construction systems, standards, and workmanship for the work, and performance of related services.

SUBCONTRACTOR - An individual or entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the site.

SUBSTANTIAL COMPLETION - The time at which the work (or a specified part thereof) has progressed to the point where the work (or a specified part thereof) is sufficiently complete, in accordance with the contract documents, so that the work (or a specified part thereof) can be utilized for the purposes for which it is intended.

SUCCESSFUL BIDDER OR PROPOSER - The bidder or proposer to whom the City provides written notice of award.

UNIT PRICE BID - The amount stated on the "Bid Forms" as a price per unit of measurement for services as described in the bid documents.

WORK - Construction and services required by the contract, whether completed or partially completed and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

SECTION 2 - GENERAL TERMS AND CONDITIONS (Rev 2/2018)

All responses shall become the property of the City of Sebring. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, to reject any and all responses, in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.

COMPLIANCE WITH APPLICABLE LAWS:

The submitting firm will be required to comply with all applicable laws, regulations, rules and ordinances of local, state and federal authorities having jurisdiction, including, but not limited to: all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804); all provisions of the Public Entity Crimes (Fla. Stat. §287.133, et seq, as amended); shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable; shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3); shall comply with section 6002 of the Solid Waste Disposal Act, Environmental Protection Agency (EPA) at 40 CFR part 247; and the provisions in Fla. Stat. §287.134, et seq, as amended, regarding discrimination.

City of Sebring in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Statute 252) (49 CFR, Part 23), hereby notifies all bidders/proposers that it will require that affirmative efforts be made to ensure participation by minorities in any contract for services entered into pursuant to this advertisement. Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection.

Contractor acknowledges that City is a drug-free workplace. Contractor covenants that all employees of the Contractor working on City property shall be subject to the implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

Contractor represents that it is not subject to a System for Award Management (SAM) exclusion and has not been debarred, suspended or otherwise excluded as a party declared eligible under statutory or regulatory authority to receive Federal grant funds.

The contractor is required to keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service sought herein. The Contractor is required to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 et seq, Fla. Stat. or as otherwise provided by law. The contractor must 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 must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract 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 City in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-471-5100, 368 S. Commerce Ave., Sebring FL 33870, or kathyhaley@mysebring.com.

Successful contractor(s) shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the services and the protection of persons and property.

ACCEPTANCE AND WARRANTY: Neither the final certificate of payment nor any provision in this document, or partial or complete use of the project by the City shall constitute an acceptance of work not done in accordance with the contract document or relieve the Contractor of liability in respect to any expressed or implied warranties or responsibilities for faulty material or workmanship. Contractor shall remedy any defects and pay for any damages resulting therefrom which appear within a period of one year after final acceptance of the work.

ADDENDUMS: If it becomes necessary to revise or amend any part of this document, an addendum will be issued and will be posted on VendorRegistry.com. **It shall be the**

sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.

ASSIGNMENT: Awarded Contractor shall not assign this contract, in whole or in part, or any monies due hereunder, without the written consent of the City.

BONDING: No bonding is required.

COPYRIGHTS:

1) If awarded a contract, the contractor agrees that the work requested herein is “work for hire” and shall irrevocably transfer, assign, set over, and convey to the City all right, title, and interest, including sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The contractor further agrees to execute such documents as the City may request to effect such transfer or assignment.

2) Further, the Contractor agrees that the rights granted to the City by this section are irrevocable. Notwithstanding anything else in this invitation, the contractor’s remedy in the event of termination of or dispute over any agreement entered into as a result of this invitation shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred in this section. Similarly, no termination of any agreement entered into as a result of this invitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this “Copyright” section.

3) The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as part of any agreement entered into as a result of this invitation is prohibited unless the City approves the use of subcontractors or third parties in writing in advance and such subcontractors or third parties agree to include the provision of this section as part of any contract they enter into with the contractor for work related to this contract.

4) If anything included in a deliverable limits the rights of the City to use the information for its own internal use, the deliverable shall be considered defective and not acceptable.

DAMAGE TO PROPERTY: Contractor agrees that all City or third party owned property that is damaged by the Contractor’s personnel or equipment shall be repaired or replaced promptly, at Contractor’s expense.

DEFAULT: In any action brought by either party for the enforcement of obligations of the other party, including appeals, the prevailing party shall be entitled to recover reasonable attorney fees, court and other costs, whether incurred before or at trial, on appeal, in bankruptcy, or in post judgment collections.

DUE CARE AND DILIGENCE has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the City nor its representative shall be responsible for any error

or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.

EARLY TERMINATION: City of Sebring reserves the right to cancel the entire contract should the Contractor violate any provisions of this contract, or if the services being provided by the Contractor do not meet the expectations of the City on a consistent and continuing basis. The City may cancel the contract upon thirty (30) days written notice thereof from City to Contractor.

EQUIPMENT: Contractor will provide, at Contractor's expense, all machinery, equipment, tools, superintendence, labor, insurance, and all other accessories necessary to provide the service(s).

INDEPENDENT CONTRACTOR: The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered as an agent, servant, or employee of the City.

INSPECTION & CORRECTION OF WORK: All work done by the awarded Contractor will be monitored by an authorized designated City employee. Contractor shall notify the designated person of completion of each cycle within twenty-four hours of such completion. The designated contact person will then inspect the work and if they find it has not been done satisfactorily, said work shall be promptly corrected by the Contractor, at the Contractor's expense.

INSURANCE REQUIREMENTS: Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods and services:

The respondent, if awarded a contract, shall maintain insurance coverage reflecting the following minimum amounts and conditions:

A. The respondent shall not commence work until it has obtained all insurance required under this paragraph and that insurance has been approved by the City.

B. All insurance policies shall be issued by companies authorized or approved to do business under the laws of the State of Florida. The respondent shall furnish Certificates of Insurance to the City prior to the commencement of work. The Certificates shall clearly indicate that the respondent has obtained insurance of the type, amount, and classifications required for strict compliance with this Article.

C. The respondent shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

D. The respondent shall maintain, during the life of the contract, comprehensive general liability insurance in the amount of \$1,000,000 per occurrence to protect the respondent from claims of property damages which may arise from any operations under the contract whether such operations be by the respondent or by anyone directly employed by or contracting with the respondent.

E. The respondent shall maintain, during the life of the contract, comprehensive automobile liability insurance in the amounts of \$500,000 combined single limit for bodily injury and property damage to protect the respondent from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the respondent or by anyone directly or indirectly employed by the respondent.

F. The respondent shall maintain, during the life of the contract, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the City pursuant to the contract.

G. All insurance, other than Professional Liability and Workman's Compensation, to be maintained by the respondent shall specifically include the City as an "Additional Insured".

A respondent's inability to acquire or maintain sufficient insurance coverage pursuant to this RFQ and/or any contract awarded to such respondent shall be a basis for disqualification of the respondent from this RFQ and shall constitute a material breach of any contract awarded to such respondent pursuant to this RFQ.

LICENSING: Bidders shall be fully licensed in the state of Florida and shall comply with all applicable laws, regulations, rules, and ordinances of local, state, and federal authorities having jurisdiction. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response. Proof of all relevant licenses is required as part of your bid submittal.

LOCAL PREFERENCE: Local preference is not applicable.

NOTICES: All notices provided under or pursuant to this contract shall be in writing, either by hand delivery or first class certified mail – return receipt requested.

PAYMENTS: All payments must be approved by Sebring City Council, which meets the first and third Tuesday of each month. To be considered for payment at any meeting, the invoice must be signed by the department head of each location and received by Accounts Payable, 368 South Commerce Avenue, Sebring, Florida 33870 one week prior to a City Council meeting. Separate invoices must be rendered for each purchase order.

PERFORMANCE & WORKMANSHIP: Contractor shall, in good workmanlike manner, perform all services pursuant to the specifications. Should the Contractor fail to provide prudent and competent professional service, the City may notify the Contractor

in writing stating the City's intention to terminate the contract and stating the reasons therefore. Unless Contractor remedies such default or has made satisfactory arrangements with the City for such remedy within (2) days after service of said notice upon Contractor, this contract may be terminated by the City. In the event of such termination, the City may take over and complete the work at the expense of the Contractor. The Contractor shall be liable to the City for any excess costs the City incurs.

PREPARATION COSTS: The City will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

PURCHASE CARDS: When accepted by the vendor, transactions totaling \$1,000.00 or less may be paid by purchase card. Purchase Cards can be used as an alternate form of payment for contracted services which are a result of the competitive bidding process.

PURCHASE ORDERS are required by the City of Sebring when a contract/agreement is established as a result of the competitive bidding process, and a purchase card cannot be used. Once the contract/agreement is in effect, it will be the responsibility of the department to submit a request for a purchase order. The purchasing office will generate the purchase order, which is then emailed to the vendor, or in the event the vendor does not have email, it is faxed to the vendor as well as the department initiating the request.

QUESTIONS: Questions about this solicitation should be in writing and/or emailed to purchasing@mysebring.com. All questions and answers will be posted as an addendum at VendorRegistry.com. ***Any oral communication concerning this document shall not be binding.***

RESPONSES are due and must be received in accordance with the instructions given in the announcement page. Responses/bids received later than the time designated will be deemed as non-responsive and will not be considered. Responses/bids must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.

STATEMENT OF INDEMNIFICATION – The Contractor hereby acknowledges and confirms that the contract price includes the consideration for this indemnification / hold harmless. The Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses, (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of, or incidental to the performance of this contract, unless caused by the sole negligence of the City, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy, or patent council fees), incurred

by the City to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the City, its elected officials, employees, agents, or volunteers by any employee of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this article shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this article shall survive indefinitely.

TERM: The term of this contract is for the life of the grant.

TERMINATION: Should Contractor violate any provision in this document, City may notify Contractor, in writing, stating the City's intention to terminate the contract and stating the reasons thereof. Unless Contractor remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Contractor, this Contractor may be terminated by the City.

TIME: Time is of the essence of this agreement.

SECTION 3 – ADDITIONAL TERMS AND CONDITIONS

INFORMATION OR CLARIFICATION

Bidders are urged to promptly review the requirements of all specifications and submit questions to the Purchasing Agent at **purchasing@mysebring.com** for resolutions as early as possible during the bid period. All questions will be answered up three (3) business days prior to the bid opening and posted on the official solicitation website, VendorRegistry.com. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to specification documents shall not be considered after bids are opened.

DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the RFP. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

COPELAND "ANTI-KICKBACK" ACT

The Contractor must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.

PUBLIC ENTITY CRIMES

Pursuant to § 287.133(2)(a), Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Florida Statutes, for CATEGORY TWO purchases for a period of 36 months following the date of being placed on the convicted vendor list.

LEGAL REQUIREMENTS

Federal, State, County, and local laws ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the respondent will in no way be cause for relief from responsibility.

WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for the work herein. The Contractor must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the contractor.

SECTION 4 – PURPOSE OF PROJECT

The City of Sebring is requesting proposals from qualified individuals or firms to provide grant administration services for a Florida Small Cities Community Development Block Grant (CDBG) in the Neighborhood Revitalization category. The City has been awarded CDBG grant #19DB-ON-07-38-02—N 16 in the amount of \$750,000.00 for the FFY 2017 funding cycle. The project involves the following: (1) maintenance, repairs and equipment replacement/upgrades to the Grand Avenue Lift Station; (2) pavement and drainage improvements for portions of South Orange Street, Violet Avenue and Nasturtium Avenue.

Grant administration services shall include, but not be limited to: reviewing existing policies to insure grant compliance, developing new policies that are required as part of

the grant contracting process, preparing environmental review(s), coordination with all funding agencies, coordination with all agency contact(s), coordinating the drawdown of program funds, tracking and managing program funds in compliance with program guidelines and acceptable accounting practices, providing all required reports and technical assistance, coordinating and attending all DEO monitoring visits, preparing all desktop monitoring packages for review and approval by the City prior to submission to DEO, preparing the grant closeout package, insuring Davis Bacon and other federal and state record-keeping requirements are met, reviewing change orders and pay requests for compliance with grant requirements, attendance at all pre-bid and pre-construction conferences and providing the engineer and/or architect managing the project with developmental support for the project. Developmental support shall include but not be limited to, providing the project engineer and/or architect, just prior to bidding, with a current list of state approved WBE/MBE firms and the wage decision(s) for the project. Procurement and contracting for all services shall conform to CDBG guidelines as well as the state and federal regulation including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG requirements.

SECTION 5 – PROPOSAL REQUIREMENTS

Proposals for CDBG Services must be clear, concise, and specific. To facilitate effective evaluation by the City, proposals shall be limited to 30 pages, excluding sectional dividers, front and back covers. Proposals which exceed this length will be considered non-responsive and will not be evaluated.

1) Company Information

The Contractor shall provide the following information about their firm and any proposed sub-contractors:

- A. Name of firm and parent company, if any.
- B. Name of firm's principal business.
- C. Name, address, phone number of person to receive notification and to reply to City inquiries.
- D. CDBG Experience - The individual, management team, or firm that is submitting a proposal should possess experience in the development, management, and implementation of projects funded by the Community Development Block Grant (CDBG) Program.
- E. Staff Experience – The Contractor shall provide, rather than a resume, only relevant experience and qualifications of each technical person who will be involved on the project, including educational background, academic degrees, professional associations, job title, responsibilities, type of work performed, and experience on similar projects to that requested herein.

2) Contractor Capability and Project Approach

The Contractor shall provide evidence of their firm's capability to apply and commit staff to the project and to complete the required services in a timely manner. Sufficient data must be provided on the firm's current and planned workload to demonstrate this capability. The Contractor shall provide their firm's approach to meeting local project

needs including an outline of the tasks to be performed and thoroughness of the approach presented.

3) References

The Contractor shall submit a minimum of three (3) references from other client communities (which the City will evaluate for the degree of performance quality) of all CDBG contracts awarded to your firm during the last five years to include sponsoring entity; amount of grant; grant category; grant work description; administration responsibilities; completion period; and whether work was completed satisfactorily and on time.

4) Fee Schedule

The Contractor shall provide a detailed cost proposal to include the basis for the fees proposed. Fees proposed shall be inclusive of all costs related to grant work for the City including, but not limited to, personnel, overhead, profit, operating cost, reproduction, advertising, communication costs, travel costs and legal fees. Fees shall be lump sum for CDBG services.

SECTION 6 – EVALUATION CRITERIA

Proposals for grant administration services will be evaluated by a selection committee. The following criteria will be used in the selection process:

The staff's qualifications and number of years of experience with administering projects through the State of Florida Small Cities Community Development Block Grant (CDBG) program.	Max. 20 pts.
Proposed approach to administration of the grant requires an outline of the proposed tasks to be performed).	Max. 50 pts.
The quality of the response from the client references provided from other communities.	Max. 25 pts.
Fee and proposed fee basis.	Max. 5 pts.

In the event of a tie, if one of the businesses involved in the tie is minority or female owned, they shall be ranked above the other firm or firms involved in the tie.

SECTION 7 – SUBMITTAL FORMAT

Respondents are required to submit one (1) original, four (4) copies, and one (1) electronic copy in a sealed envelope marked “19-001: Sealed Proposal for CDBG Grant Administrator”. Proposals shall be formatted in the following manner:

Cover Letter & Table of Contents

Section 1: Company Information / Qualifications / Experience & Past Performance

Section 2: Company Capability

Section 3: References

Section 4: Fees

Section 5: Licenses, Insurance Certificates

Section 6: Additional Information (not required)

SECTION 8 – INFORMATION/INSTRUCTIONS TO BIDDERS/PROPOSERS

The City of Sebring reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposal process and to award the contract(s) in the best interest of the Sebring.

Late submittals will not be considered and are deemed unresponsive. Upon receipt via courier, the submittal becomes property of the City.

Administration service contract(s) may be subject to grant/loan award and release of funds by the funding agency.

THE CITY OF SEBRING SUPPORTS “EQUAL OPPORTUNITY EMPLOYMENT, FAIR HOUSING AND PROVIDING HANDICAP ACCESS”.

ANTICIPATED TIMELINE

Proposals due:	March 21, 2019
Evaluation of proposals complete:	March 25, 2019
Approval of award by City Council:	April 2, 2019