

REQUEST FOR PROPOSALS



**CITY OF CALLAWAY
CDBG PROGRAM ADMINISTRATION SERVICES
RFP NO: CM2021-01**

ADVERTISED: The Panama City News Herald, Friday, January 8, 2021

PREBID MEETING: N/A

BID DEADLINE: 2:00 p.m. Friday, January 22, 2021

BIDS/PROPOSALS ARE TO BE SUBMITTED TO:

**CITY OF CALLAWAY
ATTN: JANICE L. PETERS, CITY CLERK
6601 EAST HWY. 22
CALLAWAY, FL 32404**

ATTACHMENTS: Notice of Request for Bids/Proposals
General Instructions and Conditions
Special Instructions and Conditions
Minimum Technical Specifications
Bid Forms (**To be submitted with bid.**):
Public Entity Crimes Statement
Drug Free Workplace Certification
Conflict of Interest Form

Janice L. Peters

Janice L. Peters, MMC, City Clerk

INSTRUCTIONS TO BIDDERS/PROPOSERS

Qualified firms are invited to submit a Bid/Proposal to the **CITY OF CALLAWAY** for the **CDBG PROGRAM ADMINISTRATION SERVICES, RFP NO: CM2021-01**, by replying to the enclosed specification. In order for the Bid/Proposal to be considered, complete all items in this specification.

All Bids/Proposals must include one **(1) original** and **five (5) copies** and be addressed to:

CITY OF CALLAWAY
ATTN: CITY CLERK
6601 East Hwy. 22
CALLAWAY, FL 32404

Proposals must be **received** at the address listed above no later than **2:00 p.m. on Friday, January 22, 2021**. Late Proposals will not be accepted, regardless of the reason.

Proposal envelopes must be **sealed and marked** with the RFP number, due date, and name of Proposer so as to identify the enclosed submittal. If more than one package is submitted, please mark "1 of 2", "2 of 2", etc.

INTERPRETATION OF SPECIFICATION

All questions pertaining to the terms and conditions of the scope of work of this Bid/Proposal must be submitted **in writing** via email or regular mail to the City Clerk as shown below:

Janice L. Peters, MMC, City Clerk
City of Callaway
6601 East Hwy. 22
Callaway, FL 32404
jlpeters@cityofCallaway.com

No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. In accordance with Florida Statutes 287.057(23), "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." Questions must be submitted **in writing to the City Clerk** or as referenced above.

All questions must be received at least seven (7) calendar days prior to the scheduled opening of Bids/Proposals. Any interpretation of the Bid/Proposal terms, conditions, and/or specification, if made, will be only by Addendum issued by the City Clerk. A copy of such Addendum will be posted to the City's website at www.cityofCallaway.us and mailed to each proposer that received a copy of the advertisement of the Request for Bids/Proposals. **IT IS THE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK THE CITY'S WEBSITE FOR ANY ADDENDA PRIOR TO SUBMITTING A BID/PROPOSAL.** No verbal instructions or interpretations of drawings and specifications will be made other than indicated above.

The City reserves the right to reject any or all proposals, to waive informalities in the Bids/Proposals and to re-advertise for Bids/Proposals. The City also reserves the right to separately accept or reject any item or items of a Bid/Proposal and to award and/or negotiate a contract in the best interest of the City.

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CITY OF CALLAWAY

SPECIAL INSTRUCTIONS AND CONDITIONS

CDBG PROGRAM ADMINISTRATION SERVICES RFP NO: CM2021-01

* **Note:** The **GENERAL INSTRUCTIONS AND CONDITIONS** (attached hereto) apply, except as set forth below, for this Bid.

A. Description: () See Attached (X) As Follows

The City of Callaway requests proposals from individuals or firms to provide the following services for a grant funded project in the Federal Fiscal Year (FFY) 2019 Florida Small Cities CDBG Program funding cycle. The City anticipates applying for an award of \$750,000 under the Housing Rehabilitation category. Similarly, additional services may be included in the project(s) on an ongoing basis to be covered by other public grant/loan funding sources and technical assistance programs at the discretion of the City Council. Such sources of funding and technical assistance shall be sought and developed by the selected consultant(s), as applicable and available. Such sources of funding may include, but not be limited to: USDOC Economic Development Administration Grants, USDA Rural Development Grants and Low-Interest Loans, Department of Environmental Protection Grants and Low-Interest Loans, and other applicable grant and low-interest loan funds and technical assistance programs through Federal, State, or other public sources, which may be applicable to the project(s).

The FFY 2019 project for which services are requested, and for which CDBG and other public program funds shall be utilized, may be generally described as grant administration services related to implementation and management of a project involving the rehabilitation of eleven (11) or more owner-occupied low-to-moderate income housing units located with the city limits of the City of Callaway, Florida.

B. Specifications: (X) See Attached () As follows:

See attached Scope of Services

C. Contract/Agreement Required: () None (X) As follows:

To be finalized post award.

D. Items to be submitted with Proposal: () None (X) As follows:

- One (1) original with five (5) copies of the proposal
- Public Entity Crimes Statement
- State of Florida License
- Drug Free Workplace Certification
- Conflict of Interest Form

E. Deadline and place for submission of Proposals:

2:00 p.m., FRIDAY, JANUARY 22, 2021

City Hall

6601 East Hwy. 22

Callaway, FL 32404

F. Insurance Requirements: () None (X) As follows:

| | <u>Minimum Coverage</u> |
|-------------------------------|--------------------------------|
| <u>Property Damage:</u> | <u>\$ 500,000</u> |
| <u>General Liability:</u> | <u>\$ 1,000,000/2,000,000</u> |
| <u>Automobile Liability:</u> | <u>\$ 1,000,000/2,000,000</u> |
| <u>Workers' Compensation:</u> | <u>\$ Statutory Limit*</u> |

Note: Insurance Certificate must be provided by Successful Bidder/Proposer upon execution of Agreement. City is to be listed on the bidder's/proposer's Certificate of Insurance as additionally insured and certificate holder in order for the City to be notified if the insurance is canceled or modified.

G. Bond Requirements: () None (X) As follows:

| | <u>Amount of Bond</u> |
|-------------------|---------------------------------|
| Bid Bond | \$ _____ or <u>N/A</u> % of Bid |
| Performance Bond | \$ _____ or <u>N/A</u> % of Bid |
| Payment Bond | \$ _____ or <u>N/A</u> % of Bid |
| Construction Bond | \$ _____ or <u>N/A</u> % of Bid |
| Other: _____ | \$ _____ or <u>N/A</u> % of Bid |

I. Number of Copies of Bid Forms with original signature(s) Required:

One (1) unbound original, with notarized Signatures, plus five (5) copies

NOTICE:

Proposals may be rejected if all documents are not complete and executed, and the numbers of copies specified/requested of each are not submitted with the proposal.

GENERAL INSTRUCTIONS AND CONDITIONS

(1) NOTICE TO BIDDERS/PROPOSERS

The following general instructions and conditions apply to all Requests for Bids/Proposals unless modified by the provisions set forth in the “**Special Instructions and Conditions**” attached hereto. If there is a conflict between the “Special Instructions and Conditions” and these “General Instructions and Conditions,” the provisions in the Special Instructions and Conditions will apply. **Note: the General Instructions and Conditions and the Special Instructions and Conditions are periodically revised; potential Bidders/Proposers should read both carefully prior to submitting a Bid/Proposal. The attached Special Instructions and Conditions apply only to this Bid/Proposal.**

(2) SUBMITTAL OF BIDS/PROPOSALS

Qualified businesses or individuals requesting consideration must submit a complete Bid/Proposal with any/all attachments in a sealed package clearly marked with the **name and number of the Bid/Proposal**, to the attention of the City Clerk, prior to closing time at the address shown in the **Special Instructions and Conditions** attached hereto. If not so marked as to this wording, sealed and/or received by the closing time, the Bid/Proposal will not be accepted. Bid/Proposal packages, additional information regarding this Bid/Proposal, or the bidding procedures may be obtained by contacting the City Clerk, 6601 East Hwy. 22, Callaway, FL 32404, (850) 215-6694.

It shall be the sole responsibility of the Bidders/Proposers to have their Bid/Proposal delivered on or before the closing time and date stated in the **Special Instructions and Conditions**. Any Bids/Proposals received after the stated time and/or due to delays caused by mail or courier delivery, or any other reason, shall not be opened or otherwise considered, and will be returned at the bidder's/proposer's expense.

Bids/Proposals shall be opened and publicly announced at the City Clerk's Office, City Hall, 6601 East Hwy. 22, Callaway, Florida, after closing of Bids/Proposals, unless otherwise specified in the Special Instructions and Conditions.

(3) SPECIFICATIONS AND REQUIREMENTS

The detailed specifications and additional requirements relating to this Bid/Proposal are set forth in the Special Instructions and Conditions attached hereto.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification as to any details or any omission of a detailed description concerning any point shall be regarded as meaning that only the best construction practices are to prevail and that only new materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of specifications shall be made accordingly by the City.

(4) BID/PROPOSAL FORM

Bidders/Proposers shall complete, sign and furnish the “Bid Certification Form”, together with the forms, specifications and materials required in the “Special Instructions and Conditions” or any exhibits attached hereto. This will include a properly executed Drug-Free Workplace Certification, and a Sworn Statement on Public Entity Crimes Form, pursuant to Section 287.133(3)(a), Florida Statutes. The minimum number of complete Bid/Proposal packages to be submitted is set forth in the Special Instructions and Conditions.

If the "Special Instructions and Conditions" include a "Scope of Work" provision, and/or provide for a supplemental and or implementing agreement, the City reserves the right to modify the "Scope of Services." Further, the terms and conditions of any such agreement shall be modified prior to execution by the City, if such modifications are determined to be in the best interest of the City.

Bids/Proposals may be considered non-responsive, at the sole option of the City, and may be rejected if they include omissions, alterations of form, additions not called for, conditions or limitations, unauthorized alternate Bids/Proposals, submission of less than the number of bid packages requested, or other irregularities of any kind.

Unless otherwise stated, the price(s) set forth in the Bid/Proposal include(s) all costs and expenses for labor, equipment, materials, commissions, transportation charges and expenses, handling material inspection, and patent fees and royalties, together with any and all other costs and expenses for providing the service, equipment, materials or performing and completing the work as shown according to the plans and specifications herein.

If quotations are requested for the various items of work, they are intended to establish a total price for providing the materials, equipment, services, or completing the work in its entirety. If the Bidder/Proposer determines that the cost for any item of work has not been established by the Proposal Form, the cost for that work is to be included in other applicable Bid/Proposal item(s), so that the Bid/Proposal reflects the total price for completing that work in its entirety.

In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern. Written prices shall govern over figures.

(5) CLARIFICATION AND ADDENDA

Each Bidder/Proposer shall examine all Bid/Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning the interpretation, clarification or additional information pertaining to this Invitation to Bid/Request for Bid/Proposal will be accepted by the City Clerk up to and including five (5) working days prior to the closing date and time stated herein. The issuance of a written addendum signed by the City Clerk is the only official method whereby interpretation, clarification or additional information can be given. The City shall not be responsible for oral interpretations given by any City employee, representative or others. If any addenda are issued, the City will attempt to notify all known prospective Bidders/Proposers. However, it shall be the responsibility of each Bidder/Proposer, prior to submitting a Bid/Proposal, to contact the City Clerk's Office to determine if addenda were issued, and to make such addenda a part of the Bid/Proposal. If an addendum has been issued, and was not incorporated in the Bid/Proposal documents submitted by Bidder/Proposer, the Bid/Proposal may not be accepted or considered by the City.

(6) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless otherwise specifically stated in the Special Instructions and Conditions, any manufacturer's names, trade names, brand names, catalog numbers, or similar information listed in a specification, are for the purpose of information and illustration, and are not intended to restrict the submission of alternates meeting minimum specifications. The Bidder/Proposer may offer the same or any alternate for which the Bidder/Proposer is an authorized representative, which meets or exceeds the specifications for any item. If a manufacturer's name or model is included in the specification, and a Bid/Proposal is based on alternate products or services which Bidder/Proposer maintains is equivalent and meets or exceeds specifications, Bidder/Proposer is to indicate on the Bid/Proposal Form the manufacturer's name and related information of the alternate; including any

deviation from the specifications. Unless expressly noted on the Bid/Proposal that an alternate is being proposed, and the specification includes a specific manufacturer's model or brand, the Bid/Proposal will be considered as a quotation for the item(s) stated in the specifications.

(7) INFORMATION AND DESCRIPTIVE LITERATURE

Bidders/Proposers must furnish all information requested in the Bid/Proposal packet including but not limited to any sketches, plans, designs, specification, and descriptive literature regarding the product(s)/service(s) being offered. Bids/Proposals which do not comply with these requirements are subject to rejection. Reference to submission of documentation or materials with a previous Bid/Proposal will not satisfy this provision.

(8) BONDS/INSURANCE

If the Bid/Proposal is accepted by the City, it will become a binding contract on both parties. If a bond or cashiers/certified check is required as a bond, it shall be submitted with the Bid/Proposal. If the undersigned shall fail to deliver or perform, or if applicable, execute a contract if provided for herein, then the City may, at its option, determine that the undersigned has abandoned the award/contract, and thereupon such acceptance of the Bid/Proposal and/or award shall be null and void, and any cashiers/certified check or bond accompanying this Bid/Proposal shall be forfeited to and become the property of the City. The full amount of said check, or if a bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any bond or cashiers/certified check accompanying this Bid/Proposal shall be returned to the undersigned within 30 calendar days from the date of award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

If a bid or proposal bond is required, the bonds of unsuccessful Bidders/Proposers will be returned within 30 calendar days of the Bid/Proposal due date, except as set forth below.

If a proposal is subject to the Competitive Negotiations Act, the bonds will be returned within 60 days of the proposal due date, except for the bond of the 3 highest ranked proposers. Within 30 days of execution of a contract, bonds from the remaining unsuccessful proposers will be returned.

Bid bond, if required, will be returned within 30 calendar days of delivery/acceptance of the item(s) bid or service(s) provided, unless a standard payment and performance bond is required. When a standard Payment and Performance Bond is required, the bid bond of the successful Bidder/Proposer will be returned within 30 calendar days from the date of the Notice to Proceed.

In the event a bid is awarded, a proposal is accepted, and/or a contract is executed, and the Bidder/Proposer chooses not to proceed, or fails to perform for any reason, the bond will be forfeited and retained by the City as partial liquidated damages. Future Bids/Proposals will not be accepted for consideration from the Bidder/Proposer for five (5) years, or such shorter period as the City Commission may determine.

In the event an award/selection is not made within 90 days after the Bid/Proposal due date and the City does not return all bonds, upon 30 business days written request, a bidders/proposer may withdraw their bid or proposal from consideration, and obtain a refund of the Bid/Proposal bond.

All Awards will be subject to presentation of any required performance bond or certificate of insurance prior to any purchase authorizations, agreements, contract documents, or delivery. The Bidder/Proposer shall maintain any performance bonds or insurance coverage set forth in the Special Instructions and Conditions, at its own expense. If insurance is required, the City is to be listed on the bidder/proposer's Certificate of Insurance as an additional insured and certificate holder in order that the City will be notified if the insurance is canceled or

modified. The certificate shall also list the name of the project/service/equipment purchased, and the expiration date of the policy. At the City's option, an award may be canceled and any bid bond forfeited if any required performance bond or insurance certificate is not delivered within 21 calendar days of the date of award.

***Note:** The provisions of this section are in addition to and not a replacement for, any Bid/Proposal and/or performance bond required in the Special Instructions and Conditions. The foregoing provisions are intended to be in addition to any other legal remedy available to the City for non-performance by a Bidder/Proposer subsequent to the acceptance and/or award of a bid or proposal.*

(9) SERVICE AND WARRANTY

If any warranty repair or replacement service is requested in the Special Instructions and Conditions, any deviation or limitation from the requirements is to be expressly stated on the Bid Request for Proposal Certification Form.

If the service or product provided to the City pursuant to the bid consists of computer hardware, software or firmware, the Bidder/Proposer warrants that said product will accurately process/or reflect data from, into and between the twentieth and twenty-first centuries, including leap-year calculations.

(10) CONTRACT FORMS

Any agreement or contract resulting from the acceptance of a Bid/Proposal shall be on forms either supplied by or approved by the City, and shall contain, as a minimum, applicable provisions of the Invitation to Bid/Request for Proposal, and the Bid/Proposal documents to be submitted by Bidder/Proposer, including the Special Instructions and Conditions, General Instructions and Conditions, and all attachments therewith. The City reserves the right to reject any Bid/Proposal or resulting agreement which does not conform to the Invitation to Bid/Proposal and, if applicable, any City requirement relating to such an Agreement.

The City reserves the right to extend any contract or agreement for an additional period of not more than ninety (90) days beyond the original expiration date. Prices in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

The successful Bidder/Proposer will be required to execute any resulting agreement and provide any bonds or insurance certificates required within 10 days of contract execution. Failure to timely execute the necessary bond or insurance certificate will result in cancellation of an award, with no further obligation by the City.

This Bid/Proposal is subject to the appropriation of funds in an amount sufficient to allow continuation of the City's performance in accordance with the terms and conditions of this Bid/Proposal for each and every fiscal year in which this Bid/Proposal is executed and entered into. If funds are not appropriated/available, the City shall provide prompt written notice to the selected Bidder/Proposer that effective thirty (30) days after giving such notice, or upon the expiration of the time for which funds were appropriated, whichever occurs first, the City will thereafter be released of all further obligations related to the Bid/Proposal and/or award.

(11) BID/PROPOSAL EXPENSES

All expenses for preparing and submitting Bids/Proposals to the City are to be borne by the Bidder/Proposer.

(12) VARIANCES

Any variance whatsoever from the Bid/Proposal Specifications are to be clearly identified on the Bid/Proposal form. Acceptance of any proposed variations will be at the sole discretion of the City.

(13) CONFLICT OF INTEREST

The award of a bid or acceptance of proposal is subject to Chapter 112, Florida Statutes. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent who is a city official or employee, or a member of an official's or employee's immediate family. Further, Bidders/Proposers must disclose the name of any city official or employee, or a member of an official's or employee's immediate family, who owns directly or indirectly an interest of ten percent (10%) or more in the bidder's/proposer's firm or related business.

(14) DELIVERY

All items provided pursuant to an award are to be delivered prepaid to the City Clerk's Office, 6601 East Hwy. 22, Callaway, Florida 32404-2041, unless a different location is specified in the Special Instructions and Conditions. All delivery charges are to be included in the Bid/Proposal price. No Collect on Delivery (C.O.D.) will be accepted. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Proposer until delivered to the City.

(15) INSPECTION, ACCEPTANCE AND TITLE

All items delivered pursuant to an award are subject to inspection and review prior to acceptance by the City. Acceptance, evidenced by separately written Notice of Acceptance or full payment, will be made only after verification of compliance with all specifications. Acknowledgment of delivery and/or partial payment does not constitute acceptance.

(16) OWNERSHIP RIGHTS AND PUBLIC RECORDS LAW

Public Records Law. Bidder/Proposer acknowledges that they are familiar with the provisions of the Public Records Law of the State of Florida.

Bidder/Proposer agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, Bidder/Proposer agrees to keep and maintain public records that would be required by the City of Callaway in order to perform the services provided for in this agreement; Bidder/Proposer agrees to provide public access to any required public records in the same manner as a public agency; Bidder/Proposer agrees to protect exempt or confidential records from disclosure; Bidder/Proposer agrees to meet public records retention requirement; and Bidder/Proposer agrees that at the end of the term of this agreement, to transfer all public records to the City of Callaway and destroy any duplicate, exempt or confidential public records.

All products generated by the Bidder/Proposer for the City become the property of the City. The City may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), Contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency 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 record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

(17) RESERVED RIGHTS

The City reserves the right to reject any and all Bids/Proposals, with or without statement of cause, request resubmissions, or to waive any irregularities or technicality or negotiate modifications to any Bid/Proposal which may be in the best interest of the City.

Bidders/Proposers which do not normally engage in providing the types of commodities/services specified herein may be required to demonstrate they have sufficient financial support, equipment, and organization to ensure they can satisfactorily perform if awarded a bid/contract under the terms and conditions herein stated.

The City reserves the right to make such investigations as it deems necessary to determine the ability of any Bidder/Proposer to perform the work or service requested. Any information the City deems necessary to make such determinations shall be provided by the Bidder/Proposer upon request as a condition of further consideration of the Bid/Proposal. The applicability of all information obtained and the City's decision shall be final. By submitting a bid or proposal, Bidder/Proposer authorizes such investigation.

If the contract awarded as a result of this bid is terminated prior to the end of the term, the City reserves the right to award the balance of the contract to the next lowest responsive and responsible bidder.

(18) ADVERTISING

In submitting a Bid/Proposal, Bidder/Proposer agrees not to use the results therefrom as a part of any commercial advertising or marketing purposes without written approval of the City Manager.

(19) GOVERNMENTAL RESTRICTIONS/REQUIREMENTS

In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered in a Bid/Proposal, it shall be the responsibility of the successful Bidder/Proposer to immediately notify the City of the specific regulation which required an

alteration, and the specific alterations that will be made to the item(s) bid/proposed. The City reserves the right to accept any such alteration/substitution, including any price adjustments resulting therefrom, or to cancel the award at no expense to the City.

(20) NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, handicap, or national origin in the selection, award, or operations conducted, or performance related to any bid or proposal.

(21) UNAUTHORIZED EMPLOYEES OR AGENTS

Employment of unauthorized aliens by Bidder/Proposer is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If selected Bidder/Proposer knowingly employs unauthorized aliens, such action shall be cause for unilateral cancellation of this agreement and the City may recover damages from selected Bidder/Proposer resulting from such cancellation. The selected Bidder/Proposer shall be responsible for including this provision in any context with, and requiring compliance by any/all subcontracts performing for selected Bidder/Proposer relating to this agreement.

(22) OTHER GOVERNMENTAL ENTITIES - OPTIONAL APPLICATION

In the State of Florida, other Florida public entities may “piggy-back” on competitive Bid/Proposal awards under the same terms and conditions, if all parties are in agreement.

(23) LEGAL NAME

Bids/Proposals shall clearly indicate the legal name and organizational structure, business address, telephone number, and email address of the Bidder/Proposer. Bids/Proposals shall be signed above the typed or printed name and title of the individual submitting the Bid/Proposal. The signer shall warrant he/she has the authority to bind the Bidder/Proposer to the terms and conditions of the submitted Bid/Proposal.

(24) WAGES

State and Federal minimum wage and hour regulation apply to Bidder/Proposer and all subcontractors.

(25) SELECTION

The City intends to award this bid to the lowest responsive and responsible bidder or bidders. However, the City reserves the right to reject any and all Bids/Proposals. The procedures for the selection/award of Bids/Proposals are provided for by Florida Statutes and the City’s Charter, Code of Ordinances, and Administrative Policies. Generally, all Bids/Proposals are reviewed by City staff and evaluated by the City Manager, and if required by law, by a Selection Advisory Committee appointed by the City Manager. The type and price of the product(s) or service(s) being acquired determines if an award or selection may be made by the City Manager or requires City Commission approval. For information on which procedure applies to a particular Bid/Proposal contact the City Clerk.

Bids/Proposals will be evaluated based on, but not limited to, one or more of the following criteria as appropriate:

- compliance with specifications,
- price (if applicable),

- capability/adequacy of Bidder/Proposer,
- past and current projects, services or equipment provided to the City,
- delivery schedule,
- prior government projects, services or equipment provided to other jurisdictions, and
- general reputation, location and references.

Separate procedures and requirements relating to Requests for Bids/Proposals/Qualifications apply for certain grant programs and for professional services, for example the Consultants' Competitive Negotiation Act (Florida Statute 287.055), and by the City's Code. When the City initiates such a Request for Proposals/Qualifications, the selection process and related procedures are included in the Special Instructions and Conditions.

Pursuant to Chapter 287.087 Florida Statutes, in the event two (2) or more bids are equal with respect to price, quantity, and services, preference will be given to Bidders/Proposers which have implemented Drug-Free Workplace Programs.

Further, per 287.087(11) "If two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise." In addition, at the sole discretion of the City, payment terms, conditions, and other consequential information may be utilized in resolving apparent tie Bids/Proposals.

NOTE: For consideration, Bidder/Proposer must return the Bid Certification Form included in the Bid/Proposal package.

(26) INDEMNIFY

After notification of award, the successful Bidder/Proposer agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, agents, and invites, from and against all claims, suits, sections, damages, or causes of action arising from any personal injury, loss of life or damage to property, sustained by reason of, or as a result of constructing, manufacturing, processing, delivery, or performance of the services or work for which the Bid/Proposal was awarded or any resulting agreement executed, and from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in any resulting agreement shall be deemed to affect the rights, privileges and immunities of the City of Callaway.

The selected Bidder/Proposer, without exception, shall also indemnify and hold harmless the City and its officials, employees, agents, and invites from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City. If the selected Bidder/Proposer uses any design, device or materials covered by patent or copyright, it is mutually agreed and understood that the Bid/Proposal prices include all royalties or costs arising from the use in any way of such design, device or materials involved in the product and/or services provided to the City.

(27) MODIFICATION - AFTER AWARD

Any changes proposed by a Bidder/Proposer after an award in (a) materials used, (b) manufacturing process, (c) construction or (d) specifications, are to be submitted in writing to the City Manager prior to delivery. No changes shall be approved and binding upon the City unless evidenced by a Change Order issued and signed by the City Manager.

(28) ASSIGNMENT

Any purchase order issued pursuant to this bid invitation/request for proposal and the funds which may become due hereunder, are not assignable, except with the prior written approval of the City Manager.

(29) DISCLOSURE

Bidder/Proposer acknowledges by submitting a Bid/Proposal that all information provided to the City is part of the public domain as defined by Florida Statutes and is considered a public record. Information should not be labeled “confidential,” unless specifically exempted under said Statutes, and exempts the City from any liability for releasing all information to the public, including inadvertently releasing information deemed confidential by the Bidder/Proposer.

(30) TAXES

The City is a tax-exempt Florida municipality, Federal Employment Identification Number 59-6000-284, Florida State Tax Number 37-02-008131-54C. Copies of Exemption Certificate and related information may be obtained by contacting the City Clerk, City of Callaway, 6601 East Hwy. 22, Callaway, Florida 32404-2041 or (850) 215-6694.

(31) APPLICABLE LAWS/LEGAL VENUE

All applicable laws, regulations and ordinances of the State of Florida, Bay County and the City of Callaway will apply to consideration and award of any Bid/Proposal and the performance of the Bidder/Proposer pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Bay County, Florida, or the United States District Court for the Northern District of Florida, as applicable.

NOTE: ANY AND ALL PROVISIONS SET FORTH IN THE SPECIAL INSTRUCTIONS AND CONDITIONS ATTACHED HERETO, WHICH VARY FROM THESE GENERAL INSTRUCTIONS AND CONDITIONS, SHALL HAVE PRECEDENCE.

**CITY OF CALLAWAY
CDBG PROGRAM ADMINISTRATION SERVICES
RFP NO: CM2021-01**

SCOPE OF SERVICES

City of Callaway, Florida
Request for Proposals: Program Administration Services
FFY 2019 Community Development Block Grant Program
RFP NO. CM2021-01

The City of Callaway requests proposals from individuals or firms to provide the following services for a grant funded project in the Federal Fiscal Year (FFY) 2019 Florida Small Cities CDBG Program funding cycle. The City anticipates applying for an award of \$750,000 under the Housing Rehabilitation category. Similarly, additional services may be included in the project(s) on an ongoing basis to be covered by other public grant/loan funding sources and technical assistance programs at the discretion of the City Council. Such sources of funding and technical assistance shall be sought and developed by the selected consultant(s), as applicable and available. Such sources of funding may include, but not be limited to: USDOC Economic Development Administration Grants, USDA Rural Development Grants and Low-Interest Loans, Department of Environmental Protection Grants and Low-Interest Loans, and other applicable grant and low-interest loan funds and technical assistance programs through Federal, State, or other public sources, which may be applicable to the project(s).

The FFY 2019 project for which services are requested, and for which CDBG and other public program funds shall be utilized, may be generally described as grant administration services related to implementation and management of a project involving the rehabilitation of eleven (11) or more owner-occupied low-to-moderate income housing units located within the city limits of the City of Callaway, Florida.

Administration services shall include, but not be limited to: identifying project/program needs, formulating appropriate grant solutions, developing program linkages, reviewing and developing necessary policies and procedures, developing and administering the program(s), conducting environmental review(s), monitoring of contractors and project activities to ensure program compliance, coordinating with all funding agencies, developing and administering agency contract(s), tracking and managing program funds in compliance with program guidelines, oversight of citizen complaint processes, and providing reports and technical assistance required to complete grant/loan programs and as requested by the City.

Procurement and contracting of all services shall conform to CDBG guidelines and state and federal regulations including Rule 73C-23 F.A.C. and 2 CFR 200. Proposals shall be reviewed by a selection committee, ranked based upon the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score.

Ongoing administration for the FFY 2019 funding cycle year shall be applicable to the grant related projects and services requested. Contingent upon successful ranking of proposals and negotiation of a contract, nothing shall preclude the City from selecting a single, qualified firm to provide all services.

Proposals must contain complete, detailed responses to requests for information contained in this document and any subsequent addenda issued regarding this RFP. Proposals must conform to the following structure, and must incorporate information regarding subcontractors where applicable:

1. **Cover Letter:** The title page should be addressed to Keith E. Cook, City Manager, and include the title and number of the RFP, the name and address of the proposing firm, and the name, title and telephone and fax number of the contact person, and the date of the proposal.
2. **Table of Contents**
3. **Letter of Transmittal:** A signed letter of transmittal briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work within the time period specified herein, a statement why the firm believes itself to be best qualified to perform these services to the City, and a statement that the proposal is a firm offer and is irrevocable for 90 days. The signor shall have the authority to negotiate and contractually bind a contract.

4. **Firm Profile:** Outline your firm's profile and its organizational history in a narrative; include an organizational chart. This section should be limited to two pages.
5. **Staff Administration Experience:** The total number of years of experience Staff has with administering projects through the State of Florida Small Cities Community Development Block Grant Program (Please include evidence of experience).
6. **Firm's Success in CDBG Regular Category and ED Administration:** Total number of Regular Category and Economic Development CDBG grants that were successfully administered by the firm and closed out with no extensions or comments.
7. **Quality of the Firm's Proposed Approach to Administering the Grant:** Requires an outline of the proposed tasks to be performed.
8. **CDBG Client Reference:** Number of letters of recommendation from CDBG client references from other communities.
9. **Fee Proposal:** Provide a detailed fee schedule for services and an explanation or a basis for the fees proposed. (Please note requirements from Florida Statutes 112.061 and any additional requirements of CDBG).
10. **Certification:** Document your firm's status as Certified Minority/Women Owned Business, if any. Certification may be state, federal, city or local government. The federal definition of MBE/WBE must be met. Provide a copy of a current certification.
11. **License to Practice in Florida:** Must be licensed and permitted to practice in the State of Florida. Include a copy of all licenses, certificates and W-9 form.
12. **Insurance Requirements:** The firm shall provide the City of Callaway with certificates of insurance meeting the required insurance provisions.

Proposals shall be evaluated using the following criteria:

- | | | |
|----|---|-------------|
| 1. | Capacity to serve the need of the City of Callaway including background Services, and capacity to develop strategic grant plans | (20 points) |
| 2. | Successful Experience with Florida Small Cities CDBG | (20 points) |
| 3. | Key Staff and Qualifications | (15 points) |
| 4. | Ability to address the needs of the project to include understanding the local needs and approach to project | (20 points) |
| 5. | Reputation and client references, recent local government clients | (10 points) |
| 6. | Certified Minority/Women-Owned Business Certification may be by state, federal, county or local government. The federal Definition of MBEIWBE must be met. | (10 points) |
| 7. | Fee and Proposed Fee Basis | Lowest Fee |
| | Lowest Fee | (5 points) |
| | Next Lowest Fee | (4 points) |
| | Next Lowest Fee | (3 points) |
| | Next Lowest Fee | (2 points) |
| | Next Lowest Fee | (1 point) |

The previous criteria are shown in the required proposal format, not to be deviated from by prospective consultants. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any such proposal. The City of Callaway is an Equal Opportunity Employer. Minority/Women owned businesses are encouraged to participate. In compliance with the Florida Sunshine Amendment and Code of Ethics, Callaway strictly enforces open and fair competition in its requests for proposals. Questions or additional information shall be directed to Janice L. Peters, City Clerk, City of Callaway, 6601 East Highway 22, Callaway, Florida 32404; or by Fax at (850) 871-2444.

The City of Callaway reserves the right to request clarification of any information submitted by proposers. The Council, with suitable basis as provided for by law, also reserves the right to reject any and all proposals, and to waive any informalities or irregularities in the proposal process. CDBG contracts, either single or separate as required by each program, are subject to grant awards and release of funds by respective funding agencies.

Proposers shall submit one original and five copies of their proposal(s) to the above referenced contact person and address in sealed packages and marked clearly: **“SEALED PROPOSAL FOR PROGRAM ADMINISTRATION SERVICES CDBG HOUSING REHABILITATION GRANT-RFP NO. CM2021-01”** no later than **2:00 P.M.** Central Time, **FRIDAY, JANUARY 22, 2021.** To facilitate effective evaluation by the City, Statements of Qualifications shall be limited to a total of 50 pages. Minority Business Enterprise certification, statement on Public Entity Crimes, Appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. Statements of Qualifications, which exceed this length, will be considered non-responsive and will not be evaluated. Late proposals will be returned unopened. Proposals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. At the discretion of the City, short lists may be developed and proposers may be asked to give a short presentation or interview as part of the selection process. The City of Callaway supports Equal Opportunity Employment, Fair Housing, and Providing Handicapped Access.

A person or affiliate who has been placed on the State of Florida or a Federal 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 F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**CITY OF CALLAWAY
CDBG PROGRAM ADMINISTRATION SERVICES
RFP NO: CM2021-01**

Proposer A: _____
 Proposer B: _____
 Proposer C: _____
 Proposer D: _____

| Criteria | Proposer A | Proposer B | Proposer C | Proposer D |
|--|---------------|---------------|---------------|---------------|
| Capacity to Serve the Needs of the City of Callaway <i>Excellent: 20 Points</i> <i>Above Average: 15 Points</i> <i>Good: 10 Points</i> <i>Fair: 5 Points</i> <i>Poor: 0 Points</i> | | | | |
| Successful Experience with Florida Small Cities CDBG <i>One Point for Each CDBG <u>Housing</u> Rehab Project Administered Up to 20 Points</i> | | | | |
| Key Staff and Qualifications <i>20 or more years: 15 Points</i> <i>15-19 years: 10 Points</i> <i>10-14 years: 5 Points</i> <i>5-9 years: 2 Points</i> <i>Less than 5 years: 0 Points</i> | | | | |
| Ability to Address the Needs of the Project Including Understanding of the Local Needs and Approach to Project <i>Excellent: 20 Points</i> <i>Above Average: 15 Points</i> <i>Good: 10 Points</i> <i>Fair: 5 Points</i> <i>Poor: 0 Points</i> | | | | |
| Reputation and Client References <i>Excellent: 10 Points Above</i> <i>Average: 7 Points Good: 5 Points</i> <i>Fair: 2 Points</i> <i>Poor: 0 Points</i> | | | | |
| Certified Minority/Women Owned Business <i>Award 10 Points if the Firm is a MBEIWBE</i> | | | | |
| Fee or Proposed Fee Basis <i>Lowest Fee: score 5 Points</i> <i>Next Lowest Fee: score 4 Points</i> <i>Next Lowest Fee: score 3 Points</i> <i>Next Lowest Fee: score 2 Points</i> <i>Next Lowest Fee: score 1 Point</i> | | | | |
| Total Score (100 Possible) | | | | |

Ranking: #1 _____
 #2 _____
 #3 _____
 #4 _____

Signature: _____ Date: _____



PROPOSAL CHECKLIST
CITY OF CALLAWAY
CDBG PROGRAM ADMINISTRATION SERVICES
RFP NO: CM2021-01

**FORMS/ITEMS TO BE RETURNED
WITH YOUR PROPOSAL!**

The following forms are to be completed/signed by the Proposer and submitted to the City:

1. One (1) unbound original set with original, notarized signatures required, plus five (5) copies of proposal,
2. Proof of Insurance in amounts required by the City with the City listed as Certificate Holder and Additionally Insured (See Special Instructions & Conditions),
3. State of Florida License
4. Public Entity Crime Statement,
[Complete items 1 and 6; notarized signature required]
5. Drug-Free Workplace Certification Form,
[Complete Part I; notarized signature, or sign Part II]

Note: Incomplete Bid/Proposal submissions may not be accepted/considered. Do not modify the forms! Any additional information you desire to present may be included as an attachment.

Reminder: Submit requested number of copies! (See Special Instructions and Conditions)

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

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

1. This sworn statement is submitted to City of Callaway, Florida, a Municipal Corporation, 6601 East Hwy. 22, Callaway, Florida 32404 by _____
[print individual's name and title]
for _____ whose business
[print name of entity submitting sworn statement]
address is _____
_____ and (if applicable) it's Federal Identification Number
(FEIN) is _____ (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement _____)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

CM2021-01

[Reference: RFP Number]

Sworn to and subscribed before me this ___ day of _____, 20___. Personally known _____ or produced identification _____

[Type of identification]

Notary Public - State of _____

My Commission expires: _____

[Signature of Notary]

[Printed, typed or stamped commissioned name of Notary Public]

CITY OF CALLAWAY
DRUG-FREE WORKPLACE CERTIFICATION

Please complete Part I or Part II as applicable.

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the Bid/Proposal submission date, the Bidder/Proposer is requested to certify that as part of their drug-free workplace program, they have:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Made a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Part I - PROGRAM IMPLEMENTED

I certify that I/we have established a drug-free workplace program meeting the foregoing minimum requirements.

_____ [Printed, typed name] _____ [Signature]

State of Florida
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

_____ [Signature of Notary Public] _____ [Printed, typed or stamped name of Notary Public]

_____ [Commission Number of Notary Public]

Part II - PROGRAM NOT IMPLEMENTED

A program meeting the above stated requirements has not been established or has not been fully implemented prior to Bid/Proposal closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

_____ [Signature] _____ [Date]

CONFLICT OF INTEREST

The award of a bid or acceptance of proposal is subject to Chapter 112, Florida Statutes*. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent who is a city official or employee, or a member of an official's or employee's immediate family. Further, Bidders/Proposers must disclose the name of any city official or employee, or a member of an official's or employee's immediate family, who owns directly or indirectly an interest of ten percent (10%) or more in the bidder's/proposer's firm or related business.

CERTIFICATION

- I declare that I do not have any matters which might give rise to a real or perceived conflict of interest.

- I hereby disclose that the following named person(s) is an Officer, Director, or Agent who is also a City Official, Employee, or member of a City Official or Employee's immediate family and could pose a possible conflict of interest:

Name: _____

Affiliation: _____

By signing below, I affirm that I have read and understood the principles of conflict of interest disclosure and I have made full disclosure of all matters that may put me in a conflict of interest situation in performing my role.

I acknowledge that non-disclosure could result in action being taken to terminate my work with the City of Callaway and potentially bar me from submissions of Bids/RFPs in the future.

Signature

Printed Name

Company

Project/Bid/RFP Number: _____ Date: _____

*Florida Statutes Chapter 112.311(5) It is hereby declared to be the policy of the state that no officer or employee of a state agency or of a county, city, or other political subdivision of the state, and no member of the Legislature or legislative employee, shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest.