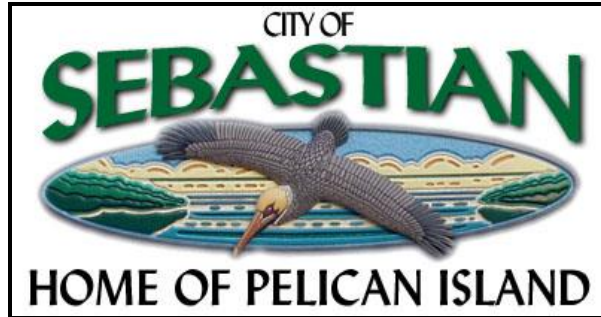


# REQUEST FOR PROPOSAL

RFP #19-09

## CDBG ADMINISTRATION SERVICES



**City of Sebastian  
1225 Main Street  
Sebastian, FL 32958**

### COMMUNITY DEVELOPMENT DEPARTMENT

EVENT	DATE	TIME
RELEASE DATE:	MONDAY, SEPTEMBER 9, 2019	-
QUESTIONS DUE DATE/TIME:	THURSDAY, SEPTEMBER 19, 2019	5:00 PM EST
RFP DUE DATE/TIME:	FRIDAY, SEPTEMBER 27, 2019	2:00 PM EST
POINT OF CONTACT:	Ann-Marie Fraser, CPPB, MBA Procurement/Contracts Manager Phone: (772) 388 – 8231 Email: <a href="mailto:afraser@cityofsebastian.org">afraser@cityofsebastian.org</a>	
BID DELIVERY & BID OPENING LOCATION:	City of Sebastian City Hall 1225 Main Street Sebastian, Florida 32958	

**\*Dates in this schedule occurring after the release date may be amended by the City.  
It is the Proposer's responsibility to check for addenda amending any changes to this RFP.**

## REQUEST FOR PROPOSAL

In anticipation of the receipt of approximately \$120,000 annum, the City of Sebastian is requesting sealed proposals from qualified individuals or firms to provide grant administration services for the City's Community Development Block Grant (CDBG) funded by the U.S. Department of Housing and Urban Development (HUD). All procurement and contracting for these services shall follow CDBG guidelines and regulations as well as the state and federal regulations including 2 CFR, Part 200; 24 CFR Part 85; 24 CFR Part 570.489, 490, 502, 506, 508 & 509 (Appendix 1-3). The City of Sebastian encourages participation from MBE/WBE/DBE businesses.

Sealed proposals, including one (1) clearly marked original, three (3) copies and an electronic copy, marked with the Proposer's name and address, RFP number and title with Bid Opening date and time (lower left corner of envelope) will be accepted until **2:00 PM EST, Friday, September 27, 2019**.

***All sealed proposals must be delivered or mailed to:***

City of Sebastian  
ATTN: Procurement Division  
1225 Main Street  
Sebastian, Florida 32958

RFP documents and any addenda may be obtained from the City's website ([www.cityofsebastian.org](http://www.cityofsebastian.org)) or DemandStar ([www.demandstar.com](http://www.demandstar.com)). It will be the sole responsibility of the Proposer to determine if any addenda have been issued prior to submitting a proposal.

A Pre-Bid Conference will **not** be held for this solicitation.

Questions concerning this RFP should be emailed to the Procurement/Contracts Manager at [afraser@cityofsebastian.org](mailto:afraser@cityofsebastian.org) no later than **Thursday, September 19, 2019 at 5:00 PM EST**. All communication regarding this RFP shall be directed to the same point of contact. Contact by a Proposer (or anyone representing a Proposer) regarding this RFP with the City Council or a City employee/representative other than the point of contact listed above, is grounds for disqualification.

Proposals duly submitted will be publicly announced at the Bid Opening date and time specified above. The City reserves the right to reject any and all proposals, or to accept any proposal or portion thereof deemed to be in the best interest of the City, and to waive any non-substantial irregularities. Late Bids will not be opened. Bidders have the option of picking up or paying for the mailed return of the unopened Bid. If this option is not exercised within five (5) days of the Bid Opening, the late unopened Bid will be disposed.

By: Ann-Marie Fraser, CPPB, MBA  
Procurement/Contracts Manager

**Publish:** Publication in the Indian River Press Journal  
**Date:** Sunday, September 8, 2019

**The City of Sebastian supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Access.**

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**DEFINITIONS**

**Request for Proposal:** this Solicitation document, including any and all addenda.

**Proposal:** submission in response to this Request for Proposal.

**Proposer:** person or firm submitting a Proposal in response to this Request for Proposal, “pre-award”.

**Consultant or Contractor:** selected Proposer that is awarded a contract to provide the goods or services to the City, “post-award”.

**City:** refers to the City of Sebastian.

**Contract or Agreement:** Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the City and the awarded Proposer.

**Responsible Proposer:** Proposer that has the integrity, reliability and capability in all respects to perform in full the contract requirement as stated in the RFP.

**Responsive Proposer:** Proposer who’s Proposal fully conforms in all material respects to the RFP and its entire requirement, including form and substance.

**Days:** refers to calendar days, unless otherwise stated.

**Shall, Must & Will:** Interpreted as mandatory language.

## **SECTION 1 – GENERAL INFORMATION**

### **1.1 SCOPE OF SERVICES**

The City of Sebastian is requesting sealed proposals from qualified individuals or firms to provide grant administration services for the City's Community Development Block Grant (CDBG) funded by the U.S. Department of Housing and Urban Development (HUD). The firm shall be required to work closely with the City of Sebastian management and staff and provide updates and reports to the Community Development Department. The City of Sebastian encourages participation from MBE/WBE/DBE businesses.

The City anticipates receiving approximately \$120,000 for the first (1<sup>st</sup>) year and assumes similar amounts for following years. Program administration costs are limited to 20% per year.

The successful Proposer shall have the proven ability to provide full and complete program administration, including but not limited to, management and supervision of the program, review and processing of required documentation; review existing policies to ensure grant compliance and develop new policies if required as part of the grant process; application notification requirements, grant file preparation and maintenance; contractor selection; on-site client interviews; prepare monthly project reimbursements and reports for City approval; prepare monthly project status reports to the City no later than the 3<sup>rd</sup> day of each month; Prepare project closeout documents and reports.

All procurement and contracting for these services shall follow CDBG guidelines and regulations as well as the state and federal regulations including 2 CFR, Part 200; 24 CFR Part 85; 24 CFR Part 570.489, 490, 502, 506, 508 & 509 (Appendix 1-3). All records shall be maintained in accordance with state and federal CDBG requirements. Submission of a proposal implies the Proposer's intent of following the specified requirements and conditions described in this RFP including all terms and conditions set forth in the HUD Agreement (not expressly referenced in the RFP). The successful Proposer shall be present during the project closeout meeting and shall provide all requested program documentation, forms and exhibits.

An award, if made, will be made to the best overall Proposer whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP.

### **1.2 QUALIFICATIONS**

Proposer shall be in the business of providing grant administration services, specifically for CDBG. Proposer must possess sufficient experience and financial support to ensure that it can satisfactorily perform the services, if awarded the contract. The Proposer must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with the State of Florida and U.S. Department of Housing and Urban Development CDBG requirements. The Proposer shall have an office located within the State of Florida.

### **1.3 INITIAL CONTRACT TERM AND RENEWALS**

The City intends for the initial contract term to be for three (3) years, with the option to extend for two (1) one (1) year terms. Contingent upon receipt of grant, the City reserves the right, but not an obligation, to exercise this extension option. The Contractor must ensure proper closeout of the CDBG project each year. The City also reserves the right to cancellation of the awarded contract should future grants not be awarded for any reason at all.

**END OF SECTION**

## SECTION 2 – PROPOSAL REQUIREMENTS

### 2.1 TITLE PAGE

Title page showing the RFP number and title, Proposer's name and address and contact person and telephone number.

### 2.2 TABLE OF CONTENTS

Include a clear identification of information included in the proposal with corresponding page numbers.

## TAB #1 - QUALIFICATIONS

### 2.3 QUALIFICATIONS & CAPACITY

Proposers shall state the size of the firm, number of staff, location of offices, etc.

Proposers shall submit a statement for qualifications and resumes of all involved in the delivery of the proposed services under this RFP. These personnel may be changed during the duration of the contract with a replacement that has equal or exceeds qualifications or experience. Written request to the City is required to make a replacement change. The City of Sebastian retains the right to approve or reject replacements.

Provide a list of available resources to effectively and responsively administer the City's CDBG program; Provide information on the results of any federal or state reviews of its CDBG projects or engagements within the past three (3) years; Provide information on the circumstances and status of any disciplinary action taken or pending against the firm within the past three (3) years with state regulatory bodies or professional organizations.

### 2.4 EXPERIENCE

Proposers shall state the experience of the firm within the last 5 years that are similar to the scope of services herein.

## TAB #2 – PROJECT INVOLVEMENT

### 2.5 PROJECT APPROACH

Proposers shall state their approach to the administration and management of the grant and the actions to gain and document an understanding of City of Sebastian's internal monitoring and control systems. The Proposers shall also state their understanding of CDBG Grant compliance.

### 2.6 CURRENT WORKLOAD

List the current workload for the Proposer:

- Total value of the project(s)
- Contract period(s) and duration(s)
- List number of professional staff assigned
- Percentage complete
- Brief Project description(s)

**TAB #3 – FINANCIAL CAPABILITY**

**2.7 FINANCIAL STATEMENTS & BONDING CAPABILITY**

Provide Audited Financial Statements for the past two (2) years, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted. In lieu of the financial statements, Proposers may provide the most recent business tax return to substantiate their sound financial capability. Pursuant to section 119.071, Florida Statutes, any financial statements that the City requires to be submitted may be exempt from the Public Records Law. Therefore, any submitted financial statements that the Proposer wishes to remain confidential shall be submitted in a sealed opaque envelope and marked “Confidential Financial Statement Enclosed.”

Provide a statement specifying bonding capability.

**TAB #4 - FORMS**

**2.8 PRICING**

The Proposer shall state a fee for services, with an explanation of the basis for the fee. Fees must be quoted as lump sum. A proposed payment schedule will be developed prior to contract award. Refer to Section 3.

**2.9 REFERENCES**

A minimum of three (3) client references in which grant administration services were provided within the last five (5) years, is required to be submitted with the Proposal. Failure to submit a list of client references with valid contact information can result in the proposal being deemed non-responsive and not considered for award. References from public sector clients are preferred.

**2.10 FORMS**

All Forms required by the RFP shall be fully executed by the Proposer and submitted. Refer to Section 7.

**This Space Intentionally Left Blank**

**TAB #5 - INSURANCE**

**2.11 Insurance**

*Certificate of Insurance:* A copy of the Certificate of Insurance proving the types of Insurance and coverage is required in the proposal. Once resulting agreement is executed, it is the Contractor's responsibility to ensure that the City is provided a current Insurance Certificate at all times.

The following insurance should be obtain and maintain, during the term of the Services, and all applicable statutes of limitation periods:

<b>Professional Liability</b>	for errors, omission or theft by employees: <ul style="list-style-type: none"> <li>• \$500,000 per each occurrence</li> </ul>
<b>General Liability Insurance</b>	an amount not less than: <ul style="list-style-type: none"> <li>• \$500,000 Combined Single Limit per each occurrence</li> <li>• \$500,000 aggregate, including personal injury and property damage</li> </ul> Shall not exclude or limit Product/Completed Operations, Contractual or Cross Liability
<b>Automobile Liability</b>	an amount not less than: <ul style="list-style-type: none"> <li>• \$200,000 Combined Single Limit</li> </ul>
<b>Worker's Compensation</b>	The Proposer shall submit and maintain worker's compensation insurance to the extent required by law for all their employees to be engaged in work under this contract, in accordance with Florida Statutes 440.
<p><b><u>Additional Insured:</u></b> All liability insurance policies shall name and endorse the following as additional insured(s): the City of Sebastian and its City Council members, officers, employees and agents.</p>	

**END OF SECTION**

**SECTION 3 – PRICING INFORMATION**

The Proposer is required to complete Form C, Proposal Pricing, in order for their proposal to be considered.

Estimated hours required to offer administration services should be explained. The fixed, firm hourly rate shall include all services, materials inspections, fuel, transportation, supervision overhead, profit, insurance and any other costs associated with equipment and personnel, required for complete delivery of CDBG administration services. Said price should be fixed and firm for the duration of the contract with signature from an authorized representative of the firm. Provide details outlining the methodology for the price structure, use additional sheets if necessary.

If it should be necessary for the City of Sebastian to request the Proposer to render any additional services to either supplement the services requested in the RFP or to perform additional work as a result of the specific recommendations included in any report issued as a result of this service, then such additional work shall be performed only upon a written agreement between the City of Sebastian and the proposer.

Non-CDBG administration fees (if any) will be negotiated after ranking, in compliance with the Florida Consultants Competitive Negotiation Act (CCNA).

Pricing will be evaluated by the City's Procurement/Contracts Manager based on the following formula:

$$\frac{\text{Lowest Price } (\$800.00)}{\text{Proposer's Price } (\$1,200.00)} \times \text{Possible Points for Price (15)} = \text{Score for Proposal Pricing (9.99)}$$

**END OF SECTION**



## SECTION 4 – EVALUATION CRITERIA

**4.1** An evaluation committee, selected by the City Manager with at least three (3) members, will evaluate the proposals. A recommendation for award or of the top ranked firms selected to give oral presentations may be made, as agreed upon by the evaluation committee. Initial ranking will be made based solely on the information included in the proposal.

4.1.1 Each proposal will first be evaluated for responsiveness by the Procurement/Contracts Manager (i.e. meets the minimum of the published requirements). The City reserves the right to reject any proposals deemed as not minimally responsive. The City reserves the right to waive immaterial irregularities in proposals if in the best interest of the City. Proposers should provide all information outlined herein to be considered responsive.

4.1.2 Failure to respond to all the questions in the proposal package may result in the submittal being considered non-responsive. In order for the City to make a determination of qualifications, a complete package must be submitted.

4.1.3 The following evaluation criteria will be used as a general guide for evaluating the proposals. The Evaluation Committee will independently review and evaluate all responsive proposals received. Members may choose not to award any points, should they feel a proposal is undeserving or does not sufficiently address criteria.

CRITERIA	POINTS
1. The years of experience of the Proposer’s staff with administering CDBG Neighborhood Revitalization, Housing Rehabilitation, Commercial Revitalization and Economic Development grants funded through the State of Florida Department of Community Affairs and/or the Florida Department of Economic Opportunity.	35
2. The Proposer’s approach to meeting local project needs including an outline of the tasks to be performed and the thoroughness of the approach presented.	30
3. References	20
4. Pricing Proposal	15
<b>MAXIMUM POSSIBLE POINTS</b>	<b>100</b>
5. <b>MBE/WBE/DBE Business (only used in the event for a tie to the highest total points)</b>	<b>5</b>

4.1.4 In the event of a tie, if one of the Proposers involved in the tie are MBE/SBE/WBE business, they shall be ranked above the other Proposer(s) involved in the tie with the appropriated points listed in the criteria above.

**4.2 ORAL PRESENTATION**

Proposers that advance to the short list may be required to give an oral presentation to staff. This will provide an opportunity for the Proposer to clarify or elaborate on its Proposal.

<u>CRITERIA</u>	<u>POINTS</u>
Presentation	50
<b>MAXIMUM POSSIBLE POINTS</b>	<b>50</b>

This RFP will generally be awarded to the Proposer who scores the highest number of points on the criteria; however, the City reserves the right to accept or reject any or all proposals submitted in whole or in part, and to cancel this RFP and re-solicit or not re-solicit as determined to be in the City's best interests. The City also reserves the right to select a Proposer without shortlisting or requesting oral presentation. The establishment, application and interpretation of the evaluation criteria above shall be solely within the discretion of the City.

**END OF SECTION**

## SECTION 5 - INSTRUCTIONS TO PROPOSERS

### 5.1 **CONE OF SILENCE**

Potential Proposals shall not communicate in any way with City staff or the City Council other than the primary contact listed herein. This restriction shall be effective from the time of bid advertisement until an award is made by the City Council. Such communication may result in disqualification.

### 5.2 **REQUIRED COPIES**

One (1) clearly marked original, three (3) copies and one (1) electronic copy of the Proposal shall be submitted. Please refer to the Proposal Checklist for guidance on all requirements.

### 5.3 **SEALED BIDS**

Proposals shall be enclosed in a sealed envelope which shall show (lower left corner) the Proposer's name and address, RFP number and title, along with the bid opening date and time. The Proposal shall be submitted no later than the Bid Opening date and time mentioned on the Request for Proposal. The City will not be responsible for opening any bids that are not clearly marked.

### 5.4 **PROPOSALS NOT CONSIDERED**

Proposals not considered are Late Submissions, telegraphed, emailed or faxed Proposals and Proposals which do not conform to the instructions contained in the Request for Proposal. Proposals may be withdrawn by fax or email, provided that such notices are received prior to the Bid Opening date and time and confirmed by a telephone call.

### 5.5 **ACCEPTABLE BIDS**

Proposals shall be handwritten or typed with (black or blue) ink. Any erasures or corrections must be initialed by the Proposer in ink. Handwritten submissions must be legible.

### 5.6 **LATE BIDS**

Late Bids will not be opened. Proposers have the option of picking up or paying for the mailed return of the unopened Proposal. If this option is not exercised within five (5) days of the Bid Opening, the late unopened Proposal will be disposed.

### 5.7 **BID OPENING**

Proposers are welcome to attend the bid opening; however, attendance is not mandatory. Proposals shall be opened and publicly announced at City of Sebastian Council Chambers, on the date and time specified on the Request for Proposal, unless otherwise stated in the form of an addendum. Late Bids will not be opened. Bidders have the option of picking up or paying for the mailed return of the unopened Bid. If this option is not exercised within five (5) days of the Bid Opening, the late unopened Bid will be disposed.

### 5.8 **REQUIRED INFORMATION**

Proposers shall follow all instructions and provide all required information and forms to be considered for award. Proposers wishing to qualify for consideration of exception for all or any portion of the RFP shall provide a hand printed or typed explanation attachment to be submitted with the Proposal.

### 5.9 **PROPOSAL EXAMINATION**

In accordance with Chapter 119, Florida Statutes, bid files will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the bid opening, whichever is earlier. Bid files may be examined during normal working hours, by appointment only, by contacting the City Clerk's office at 772-589-5330.

**5.10 CONFIDENTIAL INFORMATION**

Pursuant to section 119.071, Florida Statutes, any financial statements that the City requires to be submitted may be exempt from the Public Records Law. Therefore, any submitted financial statements that the Proposer wishes to remain confidential shall be submitted in a sealed opaque envelope and marked "Confidential Financial Statement Enclosed." By submission of a response to this RFP the proposer agrees to indemnify and hold the City harmless should any information marked as confidential knowingly or unknowingly be released as the result of a public records request.

**5.11 ADDENDA**

Addenda may be issued in response to any inquiry received by the Question deadline date and time specified herein. The revisions, additions, deletions, clarification, etc. shall become part of and have precedence over anything shown or described otherwise. If not mentioned in the addenda, all other documents, specifications, drawings, terms and conditions remain the same. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in the Solicitation documents or in the addenda issued. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying attachments before submitting Proposal. The Proposer is required to submit with its Proposal, all addenda signed. Where there appears to be a conflict between Solicitation and any addenda, the last addendum issues shall prevail.

**5.12 SCRUTINIZED VENDOR CERTIFICATION**

Proposer certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Proposer further understands and accepts that any contract issued as a result of this bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by the City in the event there is any misrepresentation or false certification on the part of Proposer.

**5.13 CORRECTIONS, CANCELLATION, & WITHDRAWAL**

PROPOSERS may be asked to provide further information after bid opening to determine the responsibility of the vendor.

5.13.1. **Waiver of Technicality:** Information shall not be considered after the bid opening if it has been specifically requested to be provided with the Proposal as this becomes a matter of responsiveness. The Proposal shall be considered responsive if it substantially conforms to the requirements of the RFP. The City may waive any informality, technicality, or irregularity on any bid. A minor or non-substantive lack of conformity may be considered a technicality or irregularity which may be waived by the City.

5.13.2. **Mathematical Errors:** Errors in extension of unit prices or in mathematical calculations may be corrected. In cases of errors in mathematical computations, the unit prices shall not be changed.

5.13.3. **Cancellation or Postponement:** The City may cancel or postpone the bid opening or cancel the RFP in its entirety.

5.13.4. **Withdrawal:** Prior to any published bid opening date and time, a Proposer may withdraw his or her Proposal in writing. A fax or email is permitted for this purpose, provided a confirming telephone call is made.

5.13.5. **Amendments:** Prior to the published bid opening date and time, a Proposer may amend the Proposal provided that it is in writing, in a sealed envelope, and identified.

**5.14 BID GUARANTEE**

The Proposer warrants that the unit prices, terms, and conditions quoted in the Proposal will be firm for acceptance for a period of not less than sixty (60) days from the bid opening date. Such unit prices, terms and conditions will remain firm for the contract period.

**5.15 BID AWARD**

The contract/agreement will be awarded to the most responsive and responsible Proposer whose Proposal, conforming to the specifications and terms the City considers be most advantageous. The Procurement/Contracts Manager shall issue a Notice of Award to the successful Proposer and post the results on the City's website and DemandStar.

**5.16 REJECTION OF BIDS**

The City reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the top ranked Proposer, and the right to disregard all non-conforming, non-responsive, imbalanced, or conditional Proposals. More than one Proposal from an individual, firm or association under same or different names, will not be considered. Any or all Proposals will be rejected if there is reason to believe that collusion exists among the Proposers, and no participants in such collusion will be considered in future proposals for the same work.

**END OF SECTION**

## SECTION 6 – GENERAL CONDITIONS

### 6.1 THE CITY'S OBLIGATIONS

The City:

- Shall make available to the Consultant any data available in the City's files pertaining to the work to be performed under this agreement.
- Shall, upon contract award, pay fees and other compensation in accordance with a fee schedule to be incorporated in a final contract.
- Shall have the sole right to determine which units or sections of the work that the Consultant shall initiate and in what order.
- Shall decide and dispose of all claims, questions, and disputes arising under this agreement.
- Reserves the right to audit the records of the Consultant related to this agreement at any time during the contract period and for a period of three years after final payment is made. The Consultant shall provide copies of any records solely at the cost of reproduction.

### 6.2 THE CONSULTANT'S OBLIGATION

The Consultant shall administer the City's CDBG in accordance with HUD CDBG agreement (forthcoming), the City's Consolidated Plan (Exhibit A) & Annual Action Plan (Exhibit B), prepared by Guardian CRM Inc., and other applicable documents and requirements related to the administration of the grant. All professional services must be to current professional standards and adequate qualified staff shall be maintained for the duration of the CDBG award. Specific tasks involved with this project include, but are not limited to:

- Assist the City in the actions approved by HUD for the CDBG within the specified budget.
- Perform a compliance review and request release of project funds.
- Assist City staff with the financial procedures for receiving funds and disbursement of payments; Assist in financial reporting.
- Prepare spreadsheets of budget and expenditures and monitor budget and expenses.
- Monitor and administer all program activities to ensure that all required expenditure and timeliness standards are met.
- Assess and ensure the local government's compliance with federal, state, and local regulations concerning procurement, employment, personnel and property management, records retention, fair housing, ethics, etc.
- Provide assistance in solicitations for needed services, which may include abstractors, surveyors, lead inspectors, and contractors.
- Retain CDBG related files/records for the length of time required by HUD and the US Department of Housing and Urban Development and provide access to those files as needed.
- Produce and submit required program reports, including any quarterly, final, Section 3 and Women and Minority Business-Owned Enterprises (W/MBE) reports, and other reports as may be requested.
- Represent the local government during local/state/federal agency monitoring visits and inquiries.
- Provide responses to audits and monitoring reports for review and approval by City.
- Develop corrective action plans to address noted deficiencies (from audit or monitoring reports).
- Recommend policy and/or grant amendments. Take necessary actions in response to the local government's decision, such as advertising and conducting public hearings, updating the project environmental review file, and attended meetings.
- Perform program close-out activities, including submission of reports and provision of follow-up information.
- Other administrative tasks related to the CDBG for the successful administration and closeout of the grant.
- Ensure compliance with all applicable CDBG requirements.
- Attend meetings as needed and requested by the City.

**6.3 SUSPENSION AND DEBARMENT**

City of Sebastian will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder/proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**6.4 DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the City, the total costs shall be reduced at the same ratio as the estimated costs of the Services.

**6.5 COUNCIL MEETING**

The awarded Proposer must be available to attend City Council meetings when required. The awarded Proposer must be prepared to answer any questions and/or provide a presentation if requested by Council and/or authorized by City representative(s). The awarded Proposer is not required to attend the City Council meeting for approval of award, but attendance is welcome. The date and time of the meeting will be publicly noticed.

**6.6 CONFLICT OF INTEREST**

Contract Award is subject to provisions of State Statutes and City Ordinances. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the City of Sebastian, City Council members included; further, all Proposals must disclose the name of any City employee or Council member, who owns, directly or indirectly, an interest of ten percent (10%) or more in the PROPOSER's firm or any of its branches.

Should the successful Proposer permanently or temporarily hire any City employee or Council member, who is, or has been, directly involved with the Proposer prior to or during performance of the resulting contract, the Agreement shall be subject to immediate termination by the City.

**6.7 NOTICE TO PROCEED**

The Contractor shall not commence any Work, nor enter a Worksite, until a written Notice to Proceed (NTP) directing the awarded Proposer to proceed with the Work has been issued by the City; provided, however, that such notification shall be superseded by any emergency work that may be required in accordance with the provisions included elsewhere in this RFP and resulting Contract.

**6.8 METHOD OF PAYMENT**

**6.8.1. Florida Prompt Payment Act**

Payment shall be made in accordance with Section 218, Part VII of the Florida Statutes.

**6.9 SALES TAX**

Although the City of Sebastian is exempt from Federal and State Sales and Use taxes, Contractors or Vendors doing business with the City are **not** exempted from paying said taxes to their supplier for goods or services purchased to fulfill the contractual obligations with the City, nor shall any Contractor or Vendor be authorized to use the City's Tax Exemption Number in securing such materials.

**6.10 AVAILABILITY OF FUNDS**

The obligations of the City of Sebastian under this award are subject to the availability of funds lawfully appropriated for its purpose by the City Council of the City of Sebastian.

**6.11 EXCEPTIONS TO SPECIFICATIONS**

Exceptions to the specifications shall be listed in the Proposal and shall reference the section. Any exceptions to the General or Special Conditions may be cause for the bid to be considered non-responsive.

**6.12 SUBCONTRACTORS AND EMPLOYEES**

The Proposer is required to identify any and all Subcontractors and/or suppliers that will be used in the performance of the proposed Contract and to clearly identify in their Proposal the percentages of Work to be performed by their Subcontractors.

**6.13 WAIVER OF IRREGULARITIES**

The City may waive minor informalities or irregularities in Proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Bids by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

6.13.1. In no event will any such elections by the City be deemed to be a waiving of the required criteria for the requested services.

6.13.2. The Contractor who is selected for the Project will be required to fully comply with the Project criteria for the Price Bid, regardless that the Solicitation may have been based on a variation from the Project criteria.

6.13.3. Proposers shall identify separately all innovative aspects as such in the technical Solicitation. Innovation should be limited to Proposers means and methods, approach to Project, use of new products, and new uses for established products.

**6.14 TERMINATION FOR CAUSE AND FOR CONVENIENCE**

Any contract resulting from this RFP may be terminated by the City without cause upon thirty (30) days' written notice to the Proposer. In the event of such a termination without cause, the Proposer shall be compensated for all services performed to the City's satisfaction.

**6.15 TERMINATION FOR CONVENIENCE**

The City, at any time and for any reason may terminate the services and work at the City's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and/or the placing of orders for materials, facilities and supplies in connection with the performance of this contract.

**6.16 QUESTIONS AND/OR REQUESTS FOR CLARIFICATION**

Any questions and/or requests for clarification regarding this Solicitation shall be submitted in writing to the Procurement/Contracts Manager via email at [afraser@cityofsebastian.org](mailto:afraser@cityofsebastian.org). Proposers must clearly understand that the only official answer or position of the City will be the one issued by the Procurement/Contracts Manager via an Addendum.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Request for Proposal and At-A-Glance timetable. All responses to questions/clarifications will be published in the form of an Addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's website ([www.cityofsebastian.org](http://www.cityofsebastian.org)) and DemandStar ([www.demandstar.com](http://www.demandstar.com)) and it is the Proposer's sole responsibility to assure receipt of all (if any) Addenda(s).



**6.17 CO-OPERATIVE PURCHASING**

It is the intent of the Request for Proposal to secure goods or services to be used by the City of Sebastian. However, by virtue of bidding, the Proposer accepts the right of other Government Entities to “piggyback” purchase from this proposal by mutual consent and where applicable by law. Any such purchase shall be separate and apart from the City of Sebastian, and said City assumes no liability for such action.

**6.18 DISCRIMINATION**

The Proposer shall not practice or condone personnel or supplier discrimination of any nature whatsoever, in any manner proscribed by Federal or State of Florida laws and regulations. The City of Sebastian will not knowingly do business with vendors, proposers, or contractors who discriminate on those protected by state and federal law.. Through the course of providing services to the City, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the City.

**6.19 PUBLIC RECORDS**

Section 119.01 F.S., The Public Records Law, provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the City in connection with all PROPOSER's responses shall be deemed to be public records subject to public inspection upon award, recommendation for award, or thirty (30) days after the bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

**6.20 E-VERIFY**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Certification of Employment Status), in the event performance of this Agreement is now will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. The Consultant shall (1) enroll in the U.S. Department of Homeland Security's E-Verify system, (2) utilize E-Verify to verify the employment eligibility of all new employees hired during the term of the Contract (3) utilize E-Verify to verify the employment eligibility of all employees assigned to the Contract; and (4) shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize E-Verify to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. Information on registration for and use of the E-Verify system can be obtained at the U.S. Department of Homeland Security website: <http://www/dhs.gov/E-Verify>.

**6.21 PROTEST PROCEDURE**

Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Procurement/Contracts Manager. The protest shall be submitted in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest.

6.33.1 Decision - If the protest is not resolved by mutual agreement, the Procurement/Contracts Manager shall promptly investigate the basis of the protest and, after consultation with the City Manager, originating department, the City Attorney and any other person or entity deemed necessary by the Procurement/Contracts Manager, shall issue a decision in writing. A copy of the decision shall be furnished immediately to the protestor and any other

party determined by the Procurement/Contracts Manager to be directly affected by the decision. The decision shall:

- A. State the decision and the basis for the decision, and
- B. Set forth the protestor's right to administrative review.

6.33.2 Administrative Review – If the protestor disagrees with the decision of the Procurement/Contracts Manager, the protestor may appeal the decision to the City Manager and/or City Council, provided written notice of such appeal shall be submitted by the protestor to the Procurement/Contracts Manager within seven (7) calendar days of receipt of the decision.

6.33.3 Stay of Procurement – In the event of a timely and properly filed protest, the Procurement/Contracts Manager shall not proceed further with the solicitation or award until all administrative remedies have been exhausted, or until the City Manager or City Council, as appropriate, makes a determination on the record that the award of a contract is necessary to protect substantial interests of the City.

## 6.22 LOCAL VENDOR PREFERENCE POLICY

Effective October 14, 2009, City of Sebastian adopted a local vendor preference reference, Ordinance No. 09-13 as set forth below:

### **Sec. 2-11. Local Vendor Preference Policy**

#### (a). *Definitions.*

(1) Local business means the vendor has:

- a) A valid business tax receipt issued by the City of Sebastian, Indian River County, St. Lucie County, Martin County, Okeechobee County, Osceola County, or Brevard County at the time a bid or proposal is submitted, and
- b) A physical address located within the local area, in an area zoned for the conduct of such business, from which the vendor is operating a significant portion of its business, and at which it maintains full-time employees.

(2) Nonlocal business means any vendor that does not meet the definition of a business within the local area.

(b) *Establishment as local area business.* To establish that a vendor is a local area business a vendor shall provide written documentation of compliance with the definitions for each such local business as defined in subsection (1) herein, at the time of submitting a bid or proposal. Post office boxes are not verifiable and shall not be used for the purpose of establishing the required physical business address. A vendor that misrepresents the local area status of its firm in a proposal or bid submittal to the city will lose the privilege to claim local preference status for a period of two years.

(c) *Local preference in purchasing and contracting.* The City of Sebastian shall give preference to local area businesses in the purchase of commodities, person property, general services, personal property, professional services, and the purchase of or contract for construction or renovation of public works or other public improvements by means of competitive bid. The city shall give such preference to local area businesses in the following manner:

CDBG Administration Services

- (1) *Competitive bid.* Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive nonlocal business submits the lowest price bid, and the lowest bid submitted by a qualified and responsive local area business is within five percent of the lowest bid, then the lowest bidding local area business shall have the opportunity to submit an offer to match the price submitted by the lowest nonlocal area business PROPOSER.

Within five working days after the posting of the qualified and responsive bids, any local area business that has submitted a bid within five percent of the lowest bid by a nonlocal area business, and that wants the opportunity to match the lowest bid, shall submit a written offer to match the lowest bid. If the lowest local area business submits an offer that matches the lowest bid submitted, then the award shall be made to such local business.

If the lowest local area business PROPOSER declines or is unable to match the lowest bids, then the option to do so moves to the next local area business if its bid is within five percent of the lowest bids, and it is a qualified and responsive PROPOSER.

If the lowest bid is submitted by a qualified and responsive local area business, there is no local vendor preference.

If a local area business accepts the opportunity to match the lowest bid of a nonlocal area business and that bid is based on unit price bid items and estimated quantities, then the unit prices for all bid items shall be reduced in proportion to the reduction in the local area business's total bid amount required to match the lowest total bid.

- (2) *Ties.* In the event of any tie in the final bid price between a local area business, and a nonlocal area business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local area business. In the event of any two businesses located within the City of Sebastian, or two businesses located within the greater local area, the local vendor with the greatest number of full-time employees working in the City of Sebastian or the greater local area respectively shall be awarded the contract or receive the first opportunity to negotiate as applicable.

- (d) *Exception to local vendor preference policy.* The local preference policy set forth herein shall not apply to any of the following purchases or contracts:

- (1) Goods or services provided under a cooperative purchasing agreement or piggyback agreement; or
- (2) Purchases or contract which are funded, in whole or part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
- (3) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, as described in the City's purchasing policies; or
- (4) Purchases or contracts with an estimated cost of \$5,000.00 or less; or
- (5) Purchases or contracts where the difference between the amount of the low bid submitted by a qualified and responsive nonlocal area business and the lowest bid

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submitted by a qualified and responsive local area business is greater than \$25,000.00;  
or

- (6) Where all bids are rejected.
- (e) *Waiver of the application for local vendor preference policy.* Any request for the waiver of local preference to any particular purchase or contract must be heard by the City Council prior to advertising the bid. The city council, as the awarding authority, may approve the waiver of local preference upon review and at its discretion.
- (f) *Comparison and review of qualifications.* The preferences established herein no way prohibit the right of the City of Sebastian to compare and review the quality of materials proposed for purchase, and to compare and review the qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Furthermore, the local preference established herein shall not prohibit the city from giving any other preference permitted by law in addition to the local preference contained herein.
- (g) *Administration of local preference policy.* This policy shall apply to all departments, functions and funds under the governance of the City of Sebastian, unless subsection (d) applies.
- (h) *Dispute resolution.* Any dispute arising under the provision of this section shall first be presented to the City Manager for determination. The decision of the City Manager shall be appealable to the City Council, and the decision of the City Council shall be final and binding on all parties.

**END OF SECTION**

## **SECTION 7 – FORMS**

**STATEMENT OF NO RESPONSE**

If your firm is unable to submit a proposal, please complete and return this form prior to the Bid Opening date shown herein. Return by email ([afrazer@cityofsebastian.org](mailto:afrazer@cityofsebastian.org)) or by mail to:

CITY OF SEBASTIAN  
ATTN: PROCUREMENT  
1225 MAIN STREET  
SEBASTIAN, FLORIDA 32958

Company's Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Phone No: \_\_\_\_\_

***We have declined to propose on RFP #19-09 CDBG Administration Services, for the following reason(s) (mark all that applies):***

- \_\_\_\_\_ ***Do not offer the good(s) or service(s) required***
- \_\_\_\_\_ ***Our schedule would not permit us to perform responsibly***
- \_\_\_\_\_ ***Unable to meet specifications***
- \_\_\_\_\_ ***Unable to meet insurance/eligibility requirements***
- \_\_\_\_\_ ***Specifications unclear (please explain below)***
- \_\_\_\_\_ ***Other (please specify below)***

REMARKS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name / Title**

\_\_\_\_\_  
**Date**

**SOLICIATION INFORMATION FORM**

Please submit this form to assist us in learning more about how our solicitation opportunities are most often found.

**Company's Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**Phone No:** \_\_\_\_\_

Please tell us how you found out this Request for Proposal was released/available (mark all that applies):

\_\_\_\_\_ *Indian River Press Journal (TCPalm)*

\_\_\_\_\_ *DemandStar/Onvia*

\_\_\_\_\_ *City of Sebastian Web Site*

\_\_\_\_\_ *Other (please specify below)* \_\_\_\_\_

**PROPOSAL CHECKLIST**

Please use the following checklist as a reference document to confirm all requirements are met in your RFP submission. **This checklist must be submitted as part of the Proposal.** Please be advised that this checklist should not be interpreted as a comprehensive list of all information required by this Solicitation from prospective Proposers. It simply serves as a guide for the most significant documents to be included in the Proposal and should be enhanced as deemed necessary. It is solely the Proposer's responsibility to read and understand all requirements and adhere to all issued Addenda.

Requirements	OFFICE USE ONLY
One (1) original copy of proposal (bearing original signatures)	
Three (3) copies of proposal	
One (1) electronic copy of proposal (USB)	
Title Page	
Table of Contents	
Proposal Checklist – <b>FORM A</b>	
Signed Addenda, <i>if applicable</i>	
<b>TAB #1 - QUALIFICATIONS</b>	
Qualifications & Capacity	
Experience	
<b>TAB #2 – PROJECT INVOLVEMENT</b>	
Project Approach	
Current Workload	
<b>TAB #3 – FINANCIALS &amp; BONDING</b>	
Financial Statements	
Bonding Capability	
<b>TAB #4 - FORMS</b>	
Contact Information Sheet – <b>FORM B</b>	
Proposal Pricing Form – <b>FORM C</b>	
Reference List – <b>FORM D</b>	
Proposer's Disclosure Questionnaire – <b>FORM E</b>	
Vendor Performance Acknowledgement – <b>FORM F</b>	
Drug-Free Workplace Form – <b>FORM G</b>	
Public Entity Crimes Form (4 pages) – <b>FORM H</b>	
Non-Collusive Affidavit – <b>FORM I</b>	
Scrutinized Vendor Certification (2 pages) – <b>FORM J</b>	
E-Verify Acknowledgement Statement - <b>FORM K</b>	
Subcontractor Listing Form – <b>FORM L</b>	
<b>TAB #5 – INSURANCE/LICENSES</b>	
Proof of Insurance	
Proof of License(s)	

**IMPORTANT:** Failure to submit the requested copies or complete and submit the required forms may result in submittal being deemed non-responsive and removed from consideration.



Clearly mark the outside of the sealed bid (on lower left corner of envelope):

<b>Proposer's Name:</b>	
<b>Proposer's Address:</b>	
<b>Solicitation #:</b>	RFP #19-09
<b>Solicitation Title:</b>	CDBG Administration Services
<b>Bid Opening:</b>	Friday, September 27, 2019 @ 2:00 PM EST

**CONTACT INFORMATION SHEET**

<p><b>DUE DATE:</b> Proposals due on or before 2:00 PM EST at  <b>City of Sebastian</b>  <b>ATTN: Procurement</b>  <b>1225 Main Street</b>  <b>Sebastian, Florida 32958</b>  <b>Friday, September 27, 2019</b></p>	<p>ITB NO.:  <b>#19-09</b></p>	<p>RELEASE DATE:  <b>09/09/2019</b></p>	<p>CONTACT:  <b>Ann-Marie Fraser, CPPB, MBA</b>  <b>Procurement/Contracts Manager</b>  <b>(772) 388-8231</b>  <b>afraser@cityofsebastian.org</b></p>
<p>Check Addenda for any revised opening dates before submitting your Proposal. <b>Proposal(s) received, after the date and time stated above, shall not be considered for award.</b> Faxed bids are not allowed and will not be considered for award.</p>	<p>BID TITLE:  <b>CDBG ADMINISTRATION SERVICES</b></p>		
<p><b>Proposer's Name and "Doing Business As", if applicable:</b></p>			
<p><b>Address:</b></p>	<p><b>"REMIT TO" ADDRESS FOR PAYMENT:</b> If payment(s) is/are to be mailed to address other than as stated on left, please complete section below.</p>		
<p><b>City:</b></p>	<p><b>Address:</b></p>		
<p><b>State:</b></p>	<p><b>Zip Code:</b></p>	<p><b>City:</b></p>	
<p><b>Telephone Number:</b></p>	<p><b>State:</b></p>		<p><b>Zip Code:</b></p>
<p><b>Fax Number:</b></p>	<p><b>Contact:</b></p>		
<p><b>E-Mail Address of Authorized Representative:</b></p>	<p><b>Telephone Number:</b></p>		
<p><b>Federal Tax Identification Number:</b></p>	<p><b>Fax Number:</b></p>		
<p>_____</p>			
<p><i>Signature of Authorized Representative (Manual)</i></p>			
<p>_____</p>			
<p><i>Name of Authorized Representative (Typed or Printed)</i></p>			
<p>_____</p>			
<p><i>Title</i></p>			

**Failure to fully complete and submit this Information Sheet may result in rejection of the Proposal**



**PROPOSAL PRICING FORM**

**Proposer's Name:** \_\_\_\_\_

**Rates include all services, materials, inspections, fuel, transportation, supervision overhead, profit, insurance and any other costs associated with equipment and personnel.**

**I. ITEM DETAIL COSTS:**

$$\begin{array}{r}
 \underline{\hspace{2cm}} \\
 \textit{Estimated Number of Hours}
 \end{array}
 \times
 \begin{array}{r}
 \text{\$} \\
 \underline{\hspace{2cm}} \\
 \textit{Fixed, Firm Hourly Rate}
 \end{array}
 =
 \begin{array}{r}
 \text{\$} \\
 \underline{\hspace{2cm}} \\
 \textit{Estimated Annual Total}
 \end{array}$$

**Provide details outline the methodology for the above price structure, use additional sheets if necessary.**

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**II. ANCILLARY ADMINISTRATION SERVICES:**

**Describe such services:** \_\_\_\_\_ **\\$**

\_\_\_\_\_ *Fixed, Firm Hourly Rate*

\_\_\_\_\_

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

**Failure to fully complete and submit this Proposal Pricing Form may result in rejection of the Proposal**

**REFERENCE LIST**

**Proposer's Name:** \_\_\_\_\_

Proposer must provide the contact information for a minimum of three (3) references in which similar work was performed within the last five (5) years, public sector entities preferred.

**Reference #1**

<b>Company Name:</b>	
<b>Location (City, State):</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	
<b>Dates of Service:</b>	
<b>Services Provided:</b>	

**Reference #2**

<b>Company Name:</b>	
<b>Location (City, State):</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	
<b>Dates of Service:</b>	
<b>Services Provided:</b>	

**Reference #3**

<b>Company Name:</b>	
<b>Location (City, State):</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	
<b>Dates of Service:</b>	
<b>Services Provided:</b>	

**Failure to fully complete and submit this List may result in rejection of the Proposal**

**FIRM BEING SURVEYED:** \_\_\_\_\_

**COMPANY COMPLETING SURVEY:** \_\_\_\_\_

**EVALUATOR:** \_\_\_\_\_ **DATES OF SERVICE:** \_\_\_\_\_

RETURN TO FIRM

1. **Describe the scope of work performed by this firm for your organization? Provide Project Name.**
  
2. **Rate each of the criteria below on a scale of 1 to 10, 10 being very satisfied and 1 being very unsatisfied. Please rate each criterion to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

ITEM	CRITERIA	SCORE
1	Ability to manage cost and complete project within budget	
2	Ability to maintain project schedule and complete project on time/early	
3	Quality/Qualifications of workmanship	
4	Professionalism of Firm	
5	Firms cooperation and reliability	
6	Ability to communicate	
7	Ability to maintain proper and detailed documentation	
8	Appropriate use of technology	
9	Ability to offer solid recommendations	
10	Overall Client Satisfaction	

3. **What problems, if any, were encountered with this firm during performance of the project, and how were they resolved?**

4. **Would you re-hire this firm?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_ Maybe: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Evaluator**

\_\_\_\_\_  
**Date**

## INSTRUCTIONS TO PREPARE AND SEND TO REFERENCES

The objective of this process is to identify the past performance of the firm submitting a response to the RFP. This is accomplished by sending survey forms to past clients. The client should return the forms directly to the firm and the firm shall include the completed surveys in their RFP response.

The surveys shall be sent to all references that the firm has identified on **Form D**. If additional surveys are included in the RFP response, the City will only consider those identified on **Form D**.

1. The firm is responsible for verifying accurate contact information for the reference in case there is a need for additional information or to clarify survey data; the City must be able to contact reference.
2. Surveys should be completed by different clients. Do not have multiple people evaluating the same project or have multiple projects evaluated by the same person.
3. Projects can be either completed or ongoing.

**PROPOSER'S DISCLOSURE QUESTIONNAIRE**

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter. Additional sheets may be attached if required.

**Proposer's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Federal Identification No.:** \_\_\_\_\_

**This Business is:** ( ) An Individual ( ) A Partnership ( ) A Corporation

**Proposer's License No., *if applicable*:** \_\_\_\_\_

**\*Attach certificate of status, competency, and/or state registration**

- (1) Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years? YES  NO
- (2) Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? YES  NO
- (3) Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business? YES  NO

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

\*\*\*\*\*  
I hereby certify that all statements made are true and I agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Sebastian.

\_\_\_\_\_  
Signature Date

**Failure to fully complete, sign and submit this Questionnaire may result in rejection of the Proposal**

**VENDOR PERFORMANCE ACKNOWLEDGEMENT**

**Proposer's Name:** \_\_\_\_\_

A City designee will evaluate the grant administration services provided under **RFP #19-09 CDBG Administration Services**, noting the overall service performance of the Contractor.

Performance ratings are intended to assess the Contractor's conformance to contract requirements, specifications and standards of good workmanship. The rating scale intended to be used is as follows:

Rating	Criteria
5 – Excellent	Performance exceeds requirements with no/few minor problems for which corrective actions were highly effective.
4 – Good	Performance meets requirements with some minor problems for which corrective actions were highly effective.
3 – Average	Performance meets requirements with some minor problems for which corrective actions were satisfactory.
2 – Below Average	Performance does not meet some requirements with problems for which corrective actions appear only marginally effective or have not been fully implemented.
1 - Poor	Performance does not meet most contractual requirements with problems for which corrective actions appear ineffective and/or have not been identified or implemented.

	Rating				
	Poor 1	Below Average 2	Average 3	Good 4	Excellent 5
1. Marketing of the Program					
2. Application notification requirements					
3. Grant file preparation and maintenance					
4. Assist in applicant/contractor selection					
5. On-site (City Hall) client interviews					
6. Prepare monthly project reimbursements and reports for City approval and project closeout					
7. Draft public notices and applications for assistance					
8. Facilitate an application workshop					
9. Review applicants application for income eligibility and credit worthiness					
10. Coordinate appraisal activity and review subsequent reports					
11. Establish a working relationship with the identified lender					
12. Attend all closings					
13. Coordinate work write-up Inspection					
14. Assist in the preparation of ITB/RFPs					
15. Review and rank received Bids/Proposals					
16. Prepare and execute rehabilitation documents					
17. Manage interim and final inspection of work					
18. Submit applicant's file inclusive of project documentation					
19. Prepare a close-out report and ensure that all records are complete					
20. Adhering to the CDBG Guidelines, Federal and State requirements					

Note: The above list is not a complete list of tasks required to administer the grant administration services. During the term of the contract additional performance measures may be added or modified, as needed to provide an accurate assessment.

I acknowledge the standards of performance identified in this performance report will be used to evaluate the firm's performance at a minimum of once quarterly.

\_\_\_\_\_  
Proposed Vendor Signature

**Failure to sign and submit this Acknowledgement may result in rejection of the Proposal**



**DRUG-FREE WORKPLACE FORM**

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:  
Proposer's Name

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that 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 1893 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. Impose a sanction on, or require 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. Make a good faith effort to continue to maintain a drug free workplace through implementation of Paragraph 1 through 5.

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

**Failure to sign and submit this Form may result in rejection of the Proposal**

**PUBLIC ENTITY CRIMES FORM**

Page 1 of 3

Any person submitting a quote, bid, or proposal in response to this invitation or Agreement, must execute the enclosed form sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting Agreement, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or proposal may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Agreement for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any Agreement to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (currently \$10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into an Agreement (formal Agreement or purchase order) in excess of the threshold amount of \$10,000 to provide goods or services to **THE CITY OF SEBASTIAN**, a person shall file a sworn statement with the Contract/Agreement officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

**THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR QUOTE OR BID DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE OR BID.**

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

**PUBLIC ENTITY CRIMES FORM**

Page 2 of 3

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

1. This sworn statement is submitted with Bid, Proposal or Agreement No. **RFP #19-09** for **CDBG Administration Services** to CITY OF SEBASTIAN.
  
2. This sworn statement is submitted by \_\_\_\_\_  
(name of entity submitting sworn statement) whose business address is \_\_\_\_\_  
and (if applicable) its Federal Employer Identification (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_  
\_\_\_\_\_
  
3. My name is \_\_\_\_\_ (please print name of individual signing) and my relationship to the entity named above is \_\_\_\_\_.
  
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Agreement for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
  
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
  
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
(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.
  
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Agreement and which bids or applies to bid on Agreements 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.

**PUBLIC ENTITY CRIMES FORM**

Page 3 of 3

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

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

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

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

**Sign:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_, \_\_\_\_\_ (title) on behalf of \_\_\_\_\_ (name of partnership), a partnership. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did ( ) did not ( ) take an oath.

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

**Failure to fully complete, sign and submit this Form may result in rejection of the Proposal**

**NON-COLLUSIVE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

PROPOSER is the \_\_\_\_\_,  
(Owner, Partner, Officer, Representative or Agent)

PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the Proposal Price or the Proposal Price of any other PROPOSER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**Notary Public Name:**

\_\_\_\_\_  
**Notary Public Signature:**

**My Commission Expires:** \_\_\_\_\_

**Failure to fully complete, sign and submit this Affidavit may result in rejection of the Proposal**

**SCRUTINIZED VENDOR CERTIFICATION**

Page 1 of 2

**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

I, \_\_\_\_\_ on behalf of \_\_\_\_\_,  
(Printed Name) (Company Name)

certify that, \_\_\_\_\_ does not:  
(Company Name)

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

*Submitting a false certification shall be deemed a material breach of contract. The City of Sebastian shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following the receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.*

Section 287.135, Florida Statutes, prohibits state agencies and departments, and local government entities from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

**Failure to fully complete, sign and submit this Certification may result in rejection of the Proposal**

**SCRUTINIZED VENDOR CERTIFICATION**

Page 2 of 2

As the person authorized to sign on behalf of the Proposer, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the Council for goods or services may be terminated at the option of the Council if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

---

Company name

---

Signature

---

Print name

---

Title

---

Date

**Failure to fully complete, sign and submit this Certification may result in rejection of the Proposal**

**E-VERIFY ACKNOWLEDGEMENT STATEMENT**

Proposer acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify system to do the following:

- (1) enroll in the U.S. Department of Homeland Security's E-Verify system;
- (2) utilize E-Verify to verify the employment eligibility of all new employees hired during the term of the Contract;
- (3) utilize E-Verify to verify the employment eligibility of all employees assigned to the Contract; and
- (4) expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize E-Verify to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

\_\_\_\_\_

Company name

\_\_\_\_\_

Authorized Representative's Signature

\_\_\_\_\_

Print name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**Failure to fully complete, sign and submit this Statement may result in rejection of the Proposal**



**SUB-CONTRACTORS LISTING FORM**

**Proposer's Name:** \_\_\_\_\_ **Phone #** \_\_\_\_\_

**RFP Title:** \_\_\_\_\_ **RFP #:** 19-09

**NOTE:** List **all subcontractors** you invited to bid on this project, whether they were selected or not. If subcontractors will not be used on this agreement, check the box below. **Form must be submitted with your proposal.** Use additional sheets if necessary.

The City reserves the right to reject any proposals if the Proposer names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

Company Name	Work To Be Performed	Contact Person	Telephone Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

I affirm that Subcontractors will not be used to complete projects under this agreement.

Print Preparer's Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Failure to fully complete, sign and submit this Form may result in rejection of the Proposal**