



## REQUEST FOR PROPOSAL

**Project #: RFP 25-102**

### **RFP 25-102 PROGRAM ADMINISTRATOR SERVICES FOR COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION**

**Bid Due Date: Tuesday, May 13, 2025 @ 2:00 pm**

<b>Issue Request for Proposal</b>	April 12, 2025
<b>Deadline for Questions</b>	May 5, 2025, 4:00pm
<b>Proposal submittal Due Date and Time</b>	May 13, 2025, 2:00pm
<b>Public Opening Date and Time via Microsoft Teams</b>	May 13, 2025, 2:15pm Microsoft Teams Meeting ID: 297 930 728 099 Passcode: Hf6Lg9LP
<b>Individual Scorer Reviews of Proposals Due (Subject to change)</b>	June 4, 2025, 2:00pm
<b>Public Tally of Scores (Subject to Change)</b>	June 5, 2025, 10:00am Microsoft Teams Meeting ID: 220 887 347 183 Passcode: cZ6w92yp

<b>Oral Presentations (Subject to Change)</b>	July 8, 2025
<b>Board Approval of Selection and Award (subject to change)</b>	August 26, 2025

CITRUS COUNTY, FLORIDA  
 A political subdivision of the State of Florida  
 Department of Management & Budget  
 3600 W. Sovereign Path, Suite 266  
 Lecanto, FL 34461

## **TABLE OF CONTENTS**

1. DEFINITIONS
2. INTRODUCTION
3. REQUIREMENTS
4. PROPOSAL FORMAT
5. PROCUREMENT INFORMATION
6. EVALUATION OF PROPOSALS
7. AWARD OF AGREEMENT
8. TERM OF AGREEMENT
9. CONTENTS OF RFP
10. ADDITIONAL INFORMATION
11. MINIMUM INSURANCE REQUIREMENTS
12. SCOPE OF SERVICES
13. BID FORM
14. RESPONDENT RESPONSES
15. EXHIBITS

### Attachments:

A - Exhibit A Scope of Services

B - Exhibit B Compensation

C - Exhibit C Housing Assistance Plan

D - RFP 25-102 Sample Agreement

## 1. DEFINITIONS

**"Addenda"** means a written or graphic instrument issued by the County prior to the execution of the Agreement which modifies or interprets the Invitation to Bid by additions, deletions, clarifications, corrections, or other type of modifications. Addenda will become part of the Contract Documents when the Agreement is executed.

**"Agreement"** means a legal document, executed by the County and the Successful Bidder. The Agreement, as amended from time to time, forms the Contract between County and the Successful Bidder setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.

**"Consultant"**: In the context of the Request for Proposal, the Consultant is the Respondent. In the context of the Contract Documents, Consultant means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Agreement with County to perform the Services for the Project described in the Request for Proposal and Contract Documents. The Consultant will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Request for Proposal.

**"Contract Documents"** means the Invitation to Bid, including Addenda to such, the Agreement, including Addenda to such, General Terms and Conditions of the Agreement, Bidder's Bid, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Notice to Proceed, Drawings and Specifications, and any other documents mailed, e-mailed or otherwise transmitted to the Bidder prior to or after the submittal of their Bid, and prior to or after Award, all of which are all to be treated as one in the form of the Contract Documents.

**"County"** means Citrus County, Florida, a political subdivision of the State of Florida, its officers, employees, agents, and volunteers and/or Owner.

**"Governmental Entity"** means a political subdivision or agency of this state or of any state of the United States, including, but not limited to, state government, county, municipality, school district, nonprofit public university or college, single purpose or multipurpose special district, single-purpose special or multipurpose authority, metropolitan or consolidated government, separate legal entity or administrative entity, or any agency of the Federal Government.

**"Individual Scorers"** County employees selected to score the Proposals and Oral Presentation (if applicable) and recommend to the Board the Successful Contractor(s) for an award.

**"Minor Irregularity"** means a variation from the Invitation to Bid terms and conditions which does not affect the price or give the Bidder an advantage or benefit not enjoyed by the other Bidder or does not adversely impact the interests of the County.

**"Notice of Award"** means a written notice submitted by the County notifying the Successful Bidder that they have been awarded the project.

**"Notice of Intent to Award"** A verbal or written notice submitted by County notifying the Successful Contractor that County intends to award the project to them contingent upon the Successful Contractor executing the Agreement and submitting any outstanding documents.

**"Piggyback"** means a government authority other than the County purchasing commodities from the Successful Bidder under the same terms and conditions that the Successful Bidder has agreed to offer the County.

**"Proposal"** Means the response to the Solicitation submitted by Contractor. Also, means Bid.

**"Public Opening"** Opening of the Proposals and the announcement of Contractors who submitted a Proposal in response to the Solicitation in the presence of the public.

**"Recommendation of Award"** A written notification sent by way of facsimile or electronic e-mail to those who submitted a Proposal in response to this Solicitation advising them of County's decision for its selection of the Successful Contractor(s) and its intent to award to that Contractor.

**"Request for Proposal"** Contents of this solicitation and all supporting documents including Addendum to such, or other related information transmitted to potential Contractors.

**"Responsible Respondent"** An entity that submits a proposal that shows that they have the capability in all respects to perform fully the Work outlined in the Solicitation, and the integrity and reliability that will assure good faith performance.

**"Responsive"** means a Bid that conforms in all material respects to the Invitation to Bid requirements.

**"Subrecipient"** means Citrus County, Florida, the awardee of the CDBG-HR grant.

**"Services"** means all supervision, labor, materials, equipment, supplies, subcontractors, and incidental expenses required by the Bidder to execute and complete the requirements of the Services outlined in the Contract Documents, including those prescribed or implied.

**"Subcontractor/Subconsultant"** means an entity having a direct contract with the Successful Bidder or with any other Subcontractor of the Successful Bidder who will provide product(s) or service(s) for the performance of a part of the Work required under the Contract Documents under the sole control and direction of the Successful Bidder.

**"Successful Respondent"** Most responsive and responsible Contractor with the highest final score to whom County (on the basis of County's evaluation as hereinafter provided) selects to make an award.

**"Timeline"** means the list of critical dates and actions involved in the Invitation to Bid.

## **2. INTRODUCTION**

### **2.1. Solicitation Overview**

Citrus County, Florida is seeking proposals from qualified consultants to provide comprehensive CDBG program consultation and program administration services to establish a Professional Services Agreement.

The successful Respondent will work with County staff to ensure all contractual obligations are met between Citrus County, Florida (County) and the Florida Department of Commerce (FloridaCommerce) for approved Community Development Block Grants (CDBG) funded projects.

### **2.2. Primary Objective**

County desires to execute an Agreement with a consultant/consulting firm to provide program administration services and work with County staff to ensure all contractual obligations are met between Citrus County, Florida (County) and the Florida Department of Commerce (FloridaCommerce) for approved Community Development Block Grants (CDBG) funded projects utilizing the County's CDBG-HR Housing Assistance Plan (Exhibit C).

The Successful Consultant's services must be compliant with:

1) Chapter 73C-23 Florida Statue titled, Community Development; Florida Small Cities/ Community Development Block Grant Program

<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=73C-23>

2) Florida Department of Commerce, Community Development Block Grant Program

<https://floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/community-development-block-grant-program>

### **2.3. Background**

Citrus County is a county located on the west central coast of the State of Florida. As of the 2023 census, the population was 166,696. Citrus County is comprised of 8 towns and 2 cities: Beverly Hills, City of Crystal River, Dunnellon, Floral City, Hernando, Holder, Homosassa, Homosassa Springs, City of Inverness, and Lecanto.

For more information regarding Citrus County, Florida's Housing services, visit the County's webpage at: [Welcome to Citrus County.](#)

## **3. REQUIREMENTS**

The requirements for General CDBG program consultation and program management support including, but not limited to, the following:

- Experience in administering CDBG-HR, preferably Housing Rehabilitation Program grants.
- Experience in preparation and submission of public notices for publication.
- Strong skills in written and oral communication.
- Experience in conducting Fair Housing activities.
- Experience in interpreting Federal and State regulations.
- Proven success overseeing grant compliance.
- Firm grasp of preparing Section 3 reports and coordinating Davis-Bacon activities.
- Experience in performing Administrative Services tasks which focus on grant reporting and compliance activities.

## **4. PROPOSAL FORMAT**

The following format must be followed when submitting responses to the Request for Proposal and the following criteria is what the Committee Evaluation Team will utilize to rate Bidder/Respondent's response. Bidder/Respondent's response must provide all information requested below items # 1 through # 8.

Please upload your complete Proposal, excluding the price proposal form, in the [RESPONDENT RESPONSES](#) section.

### **1. Title Page**

Provide the RFP # and title, the Firm's name; the name, address, telephone number and email of the contact person; and the date of the proposal.

## **2. Letter of Transmittal**

A transmittal letter must be provided briefly stating the Respondent's understanding of the work to be done, the commitment to perform the work within the required time period, a statement why the Firm believes they are the best qualified to perform the work and a statement that the proposal is a contractual obligation and irrevocable offer until such time as County awards a contract as a result of this RFP.

The transmittal letter must be signed by a duly authorized officer(s) of Bidder/Respondent's Company, as registered with the Florida Secretary of State through the Division of Corporations website at: [www.sunbiz.org](http://www.sunbiz.org). Bidder/Respondent must provide a copy of Company's Sunbiz following the transmittal letter in order to verify the duly authorized officers. If such an officer is not listed in Sunbiz for Bidder/Respondent, Bidder/Respondent must provide a legal document, such as a Certificate of Resolution, stating that the officer is authorized to execute all documents on behalf of the Bidder/Respondent.

## **3. Company Information and Qualifications (25 points maximum)**

- Respondents are to provide a narrative describing their firm's organization, size, number of employees, number of years in business, overall company philosophy and variety and level of government services offered. Brochures or other promotional presentations beyond that sufficient to present a complete and effective Response are not desired.
- Respondents are to provide three (3) references, for which they have provided services similar to those outlined in this Request for Proposal over the past five (5) years. References should include the client name, address, contact person, phone number, e- mail address, and a description of Services provided.
- Respondents are to advise as to whether their company has in the past filed for bankruptcy, is currently in bankruptcy, or has bankruptcy action pending. Please note that County may require more detailed financial information from the top ranked Respondent as part of its scoring process.
- Respondents are to provide a list of any past, pending or present litigation or disputes that they currently have or had with other clients within the last five (5) years. Respondents are to provide information as to the nature of the litigation or dispute.
- Scoring will emphasize management, organization, history, variety and level of local government services and the quality of the references provided.

## **4. Personnel Proposed and Qualifications (20 points maximum)**

- Respondents are to identify the individuals that will be assigned to provide the Services outlined in the Request for Proposal and briefly explain why they have selected these individuals. Include resumes of each individual. Include a list of projects that these individuals have worked on, or are currently working on, which are similar to the Services outlined in this Request for Proposal. Include copies of their professional license and/or certifications.
- Respondents are to indicate who will be the lead person assigned to manage the Services covered under this Request for Proposal and provide the same information about this individual as noted.
- Scoring will emphasize expertise, specific project examples including Community Development Block Grant-Housing Rehabilitation (CDBG-HR) and variety of professional backgrounds, certifications and skills.

## **5. Technical Strength and Support Capability (20 points maximum)**

- Respondents are to provide the number of years that their organization has been performing the type of Services covered under this Request for Proposal and examples of similar projects that they have undertaken. From a technical perspective, explain why their organization should be selected to perform the Services and how their firm

can add value to the goals and objectives of the County. Include examples of their experience and their success providing similar services to other governmental entities.

- From a logistics perspective, Respondents are to explain how their organization intends to interact and interface with the County in the performance of the Services.
- If applicable, Respondents are to provide a list of proposed sub-consultants and a description of the services they will be providing.
- Scoring will emphasize direct program experience and success with a variety of programs including the Community Development Block Grant-Housing Rehabilitation. (CDBG-HR)

#### **6. Specifications and Approach to the Services to be performed (20 points maximum)**

- Respondents are to provide a narrative of their understanding of the scope of Services and their intended approach at performing the Services and resulting work product. Respondents are to provide the rationale behind their approach, any concerns in completing the Services, and methods of resolving such concerns. Respondents are to describe any similar approaches implemented and or managed by the “team” for government clients and describe what assistance will be required from the County.
- Scoring will emphasize direct program experience and success with a variety of programs including the Community Development Block Grant Housing Rehabilitation (CDBG-HR).

#### **7. Other Forms, Documents and Information (5 points maximum)**

Respondents are to submit

- a copy of their Certificate of Insurance
- copies of licenses and certifications applicable to the Services
- Human Trafficking Affidavit
- list of subcontractors (subconsultants) if applicable.
- Certification of subconsultants-Regarding Debarment, Suspension (if applicable)
- Conflict of Interest Statement
- Drug-Free Workplace Certification
- Non-Collusion & Lobbying Certification
- Certification regarding Debarment, Suspension, and other Responsibility Matters Primary Covered Transactions.
- Certification for Disclosure of Lobbying Activities
- Certification Regarding Scrutinized Companies Lists
- Minority Business Form

#### **8. Minority Business Enterprise ( 5 points)**

- Award 5 points if the firm is a Minority Business Enterprise (MBE) or a Women-Owned Business Enterprise (WBE). (This score is used only in the event of a tie for the highest total ranking.)

### **5. PROCUREMENT INFORMATION**



Respondents are encouraged to carefully review all the materials contained herein and prepare their Proposal accordingly. The detailed requirements set forth below will be used to evaluate the Proposals and failure of Respondent to provide the information requested for a specific requirement may render their Proposal as non-responsive and result in being rejected. Failure of Respondent to comply with all terms of this Solicitation may result in disqualification of Respondent and rejection of Respondent's proposal by County.

County shall not be liable for any costs incurred by a Respondent in preparing or producing its Proposal or for any Service provided before execution of an Agreement.

All terms and conditions outlined in this Solicitation and any associated Addenda, shall become a part of the Agreement entered into between County and the Successful Respondent.

### **5.1. Vendor System-OpenGov Registration**

County has partnered with OpenGov Procurement, a web-based eProcurement service. Current bid solicitations and associated addenda, notices of recommended bid award, and current bid awards will be posted at <https://procurement.opengov.com/portal/citrusfl>.

Bid Notifications will be sent electronically via e-mail from OpenGov to registered Bidders. It is the sole responsibility of interested parties to monitor OpenGov for solicitation opportunities and updates.

Visit <https://procurement.opengov.com/signup> to register. OpenGov is an online Bidder registration system that provides a free, at no cost to Bidder, secure, user-friendly Internet portal and one-stop service center to register with County. This system also allows you to receive automatic email notifications regarding County's upcoming competitive solicitations as opportunities become available. Registration assistance is available by e-mail [procurement-support@opengov.com](mailto:procurement-support@opengov.com).

All Citrus County Vendors/Contractors/Consultants will need to register with OpenGov in order to be able to submit Bids/Proposals/Qualifications etc., to County.

OpenGov Procurement has no affiliation with the County other than as a service that facilitates communication between the County and its Bidder. OpenGov Procurement is an independent entity and is not an agent or representative of the County.

### **5.2. Contact Person**

All inquiries pertaining to this Request for Proposal are to be directed to **all**:

Department of Management & Budget, Purchasing

3600 W. Sovereign Path, Suite 266

Lecanto, Florida, 34461

Phone: 352-527-5457

Fax: 352-527-5424

Linda Morse, Purchasing & Contracts Manager, [linda.morse@citrusbocc.com](mailto:linda.morse@citrusbocc.com)

Karin McMahon, Purchasing & Contracts Specialist, [Karin.mcmahon@citrusbocc.com](mailto:Karin.mcmahon@citrusbocc.com)

Leigha Utter, Purchasing Assistant, [leigha.utter@citrusbocc.com](mailto:leigha.utter@citrusbocc.com)

Saleem Mahmood, Purchasing Assistant, [Saleem.mahmood@citrusbocc.com](mailto:Saleem.mahmood@citrusbocc.com)

### **CAUTION**

**PROHIBITED COMMUNICATIONS:** In accordance with Section 287.057 (25) of the Florida Statutes, 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 legal holidays, any employee or officer of the County concerning any aspect of this solicitation, except in writing to the Contact Person noted above. Violation of this provision may be grounds for rejecting a response to this solicitation.

### 5.3. Questions/Additional Terms and Conditions/Variances/Exceptions

Respondents may submit questions about the meaning or intent of the Request for Proposal or Agreement to the website link (<https://procurement.opengov.com/portal/citrusfl/projects/139406>) **in written format only and shall submit such on or before the deadline for questions listed in the Event Timeline.** Interpretations or clarifications considered necessary in response to such questions will be issued by a written Addendum. **Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.** Questions submitted shall not constitute formal protest of the specifications or of this Request for Proposal.

A written addendum, if applicable, will be issued online to OpenGov (<https://procurement.opengov.com/portal/citrusfl>) and/or DemandStar® websites in response to questions received as of the specified deadline in the Event Timeline.

Issues regarding any and all discrepancies, errors, or ambiguities in the Request for Proposal documents, including those noted in the Agreement shall be submitted in writing to <https://procurement.opengov.com/portal/citrusfl> on or before deadline for questions which is listed in the Event Timeline.

### 5.4. Event Timeline

Respondents should review and become familiar with the Event Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of Respondent to check for any changes. All changes to the Timeline will be made through an addendum to this Request for Proposal.

If you are hearing or speech impaired, dial 7-1-1 or (800) 955-8771 (TTY) or (800) 955-8770 (v), via Florida Relay Service.

If you need a Spanish Translator, dial 7-1-1 or (800) 955-8771 (TTY) or (800) 955-8773 (v), via Florida Relay Service. For all other languages, please contact Human Resources at (352) 527-5370.

Si usted necesita un Traductor en Español, marque 7-1-1 o (800) 955-8771 (TTY) o (800) 955-8773 (v), a través del Servicio de Retransmisión de Florida.

**\*\*All public Meetings are subject to change or can be canceled.**

Issue Request for Proposal:	April 12, 2025
Deadline for Questions:	May 5, 2025, 4:00pm
Response submittal Due Date and Time:	May 13, 2025, 2:00pm
Public Opening Date and Time via Microsoft Teams:	May 13, 2025, 2:15pm
Scores Due	June 4, 2025, 2:00pm
Public Tally	June 5, 2025, 10:00am
Oral Presentations (tentative)	July 8, 2025
Board Approval of Selection and Award (subject to change):	August 26, 2025

### 5.5. Solicitations or Awards in Violation of Law

If, prior to contract award, it is determined that this Solicitation or proposed contract award is in violation of law, then this Solicitation or contract award shall be cancelled, or revised to comply with the law.

If, after an award of a contract, it is determined that this Solicitation or contract award is in violation of law, then the awarded contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of County, or the contract may be terminated.

### 5.6. Public Opening

**Electronic Proposals shall be opened on May 13, 2025, at 2:15 PM.** Since qualifications and pricing will be evaluated in determining an award, the only information conveyed at the Public Opening will be the names of Bidder/Respondents.

**Public Opening shall be via a recorded, online “Microsoft Teams” meeting, use link listed below:**

## **Microsoft Teams** [Need help?](#)

### **Join the meeting now**

Meeting ID: 297 930 728 099

Passcode: Hf6Lg9LP

#### **5.7. Submission of Proposal**

Electronic Bid submittal for this Request for Proposal are to be submitted on or before May 13, 2025 at 2:00 pm. It is the sole responsibility of the Respondent to ensure that their Proposal is submitted through OpenGov Procurement no later than the time and date specified in the Solicitation or subsequent addenda. **RESPONDENTS MUST COMPLETE THE INFORMATION REQUESTED IN THE [RESPONDENT RESPONSES](#) SECTION.**

Proposals shall be submitted through the online solicitation management portal, <https://procurement.opengov.com/portal/citrusfl>. You may enter information and/or upload completed forms/documents using the OpenGov portal. Respondents must have registered and received an established account in advance of uploading submissions. When submitting an offer electronically through the solicitation posting portal, please allow sufficient time to complete the online forms and upload documents. The solicitation offer will end at the closing time listed in the Event Timeline included in this Solicitation. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your proposal will not be received by the system. It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted up to the due date and time. If technical difficulties arise during submission of the Solicitation submittal, it is the submitting Respondent's responsibility to contact OpenGov Procurement technical support. For support, click on the “Help” link on the Solicitation Posting portal; or email [procurement-support@opengov.com](mailto:procurement-support@opengov.com).

NOTE: In the event, there is a verified technical issue with the Platform (and not user/Respondent issues) that prevents all Respondents from submitting a Bid within the two (2) hours immediately before the due time, the County may issue an addendum to extend the solicitation due date and time. However, the technical issue must be a result of the Platform provider (OpenGov Procurement) and affect all participating Respondents. The County shall verify the technical issue or unavailability of the Platform with OpenGov Procurement, and the system provider. Technical issues localized to a single Respondent will not be considered cause for an extension. County shall not be responsible for delays caused in any occurrence.

#### **5.8. Joint Ventures**

Two or more agencies may submit a Proposal under a joint venture arrangement. Joint ventures shall be considered as a single entity in the evaluation of a Proposal. That is, the traits of individual agencies shall be blended in arriving at an overall Proposal evaluation score and oral interview score for the joint venture.

An agency, that submits a Proposal under a joint venture arrangement may satisfy the technical certification requirements outlined in this Solicitation as the prime Bidder/Respondent through one or more of the agencies comprising the Joint Venture. The Joint Venture shall at a minimum comply with the following additional requirements:

- 1) The Joint Venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to submittal of a Proposal.
- 2) Each individual Agency comprising the Joint Venture shall, in its own name, be qualified in their respective areas of expertise prior to submittal of a Proposal.

Full compliance with the requirements set forth above is required, as well as properly documented compliance with any other certification and additional requirements set forth in the Solicitation.

#### **5.9. Timeliness of Proposal Submittal**

County assumes no responsibility for a Proposal received after the due date and time. **There will be no exceptions to this policy.** It is the responsibility of Respondent to make sure their proposal is uploaded by the due date and time listed in the Event Timeline to the [OpenGov portal](#).

#### **5.10. Modification / Withdraw of Proposal**

Bidders/Respondents have the right to modify or withdraw their Proposal without cause or without liability whatsoever at any time prior to the stipulated submittal date and time. Such requests must be made to County in writing.

Modified or withdrawn Proposals may be resubmitted, in accordance with the instructions in this Solicitation prior to the stipulated submittal date and time. If applicable, any changes in pricing shall be so worded as not to reveal the pricing that was noted in the original Proposal.

#### **5.11. Less Than Two Proposals Received**

If less than two Proposals are received, County may negotiate the best terms and conditions with that Bidder/Respondent or reject the Proposal and re-solicit the Service.

#### **5.12. Examination of Proposal Documents**

It is the responsibility of each Bidder/Respondent before submitting a Proposal, to (1) examine the Solicitation Documents thoroughly, (2) consider Federal, State, and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (3) study and carefully correlate Bidder/Respondent's observations with the Solicitation Documents, and (4) notify the Contact Person of all conflicts, errors or discrepancies in the Solicitation Documents prior to submitting a formal Proposal.

Before submitting a Proposal, it shall be Bidder/Respondent's responsibility to submit to County a request for any additional information and data which pertains to the Project covered under this Solicitation which Bidder/Respondent deems necessary to develop their Proposal for performing the Work in accordance with the terms and conditions noted herein.

The submission of a Proposal in response to this Solicitation shall be considered as a representation that Bidder/Respondent; (1) has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Work covered by this Solicitation, (2) is fully informed concerning conditions to be encountered, the character, quality and quantity of the Work to be performed and the work product to be furnished, and (3) is familiar with what is required to perform the Work covered by this Solicitation. The contents of Bidder/Respondent's Proposal shall become a contractual obligation if Bidder/Respondent is awarded the Contract. Failure to accept these obligations in a contractual agreement shall result in cancellation of the Award.

#### **5.13. Public Tally**

Individual Scorers review of the Proposals will publicly be opened, and the total scores will be read aloud on June 5, 2025 (subject to Change).

**Public Tally shall be via a recorded, online "Microsoft Teams" meeting, use link listed below:**

**Microsoft Teams** [Need help?](#)

**[Join the meeting now](#)**

Meeting ID: 220 887 347 183

Passcode: cZ6w92yp

#### **5.14. Protest Procedures**

Solicitation Protest Procedures. Any Proposal award recommendation may be challenged on the grounds of material irregularities in the procurement procedure or in the scoring of the Proposal. Any person who submits a Proposal, but is not recommended for award of the contract, may protest such decision in strict compliance with this section. Failure to follow the Solicitation Protest Procedures within the time frames prescribed herein shall constitute a waiver of such protest and any resulting claims.

1. Notice of Intent to File a Protest. Any person who wishes to file a protest hereunder must file a Notice of Intent to File a Protest ("Notice"), in writing, with Department of Management and Budget ("DMB") within 72 hours of posting

of a recommendation of award. Such Notice is considered filed when it is received by DMB. A copy of the Notice must also be provided to the apparent best Contractor. The Notice shall include the name and address of the protester, county RFP number and title, grounds upon which it is based, and must clearly indicate it is a Notice of Intent to File a Protest.

2. Formal Protest. Within five (5) business days after the filing of the written Notice of Intent to File a Protest, a formal protest must be filed with DMB. The formal protest is considered filed when it is received by DMB. A copy of the formal protest must also be provided to the apparent best Contractor. The formal protest shall include the following:
  - a. County RFP number and title.
  - b. Name and address of the protester.
  - c. Concise statement of the facts alleged and of the rules, regulations, ordinances, statutory or constitutional provision, or other legal authorities entitling the protester to the relief requested.
  - d. Specifically request the relief to which the protester deems themselves entitled.
  - e. Any other relevant information that the protester deems to be material to the protest.
3. Protest Bond. Each formal protest must be accompanied by a protest bond in the form of a certified check, cashier's check, or money order made payable to Citrus County, Florida, in an amount not less than five percent (5%) of the protester's Proposal submitted to County. If the protester prevails, the bond shall be returned to the protester. However, if after completion of the Solicitation Protest Procedures County denies the protest, the bond shall be forfeited to County.
4. Stay of Procurement. Once a formal protest is timely filed, DMB shall stay the award of the contract unless County Administrator determines that delaying the award of the contract will adversely impact substantial interests of County.
5. Review of Protest by DMB. Within ten (10) business days of the filing of the formal protest, the DMB Director shall issue a written determination, including the rationale for reaching such a determination. The written determination shall also inform the protester of his/her right to appeal the DMB Director's decision to County Administrator.
6. Appeal of DMB Determination. The protester may appeal DMB Director's determination, in writing, to County Administrator no later than five (5) business days after receipt of the DMB Director's determination.
7. Final Determination of County Administrator. Within seven (7) business days of the filing of the appeal, County Administrator, upon consulting with County Attorney, shall issue a final determination. The decision of County Administrator will be final.

If needed, a designee will be appointed for the DMB Director and/or County Administrator if they are unable to participate in the protest procedures as outlined hereto.

## **6. EVALUATION OF PROPOSALS**

### **Evaluation Criteria and Selection Process**

Points will be assigned to all criteria and totaled to determine Respondent's ranking based on the following:

<b>No.</b>	<b>Evaluation Criteria</b>	<b>Weight of Importance (Score)</b>
1	Title Page	0
2	Letter of Transmittal	0
3	<b>Company Information and Qualifications</b>	25
4	<b>Personnel Proposed and Qualifications</b>	20
5	<b>Technical Strength and Support Capability</b>	20

6	<b>Specifications and Approach to the Services Performed</b>	20
7	<b>Required forms, documents, and supporting information</b>	5
8	<b>Price with respect to the Project Approach and Scope of Work</b>	10
9	Minority Business Enterprise	5
	Total Possible Points for Proposal Evaluation (Criteria 1-9)	105
	Total Possible Points for Oral Presentations (if applicable)	20

### Scoring of the Proposals

Scoring of Proposals will be performed by individual scorers and will be based on the scoring criteria noted in the above table. Each scoring criteria is assigned a weight based upon the importance of the criteria.

Individual scorers will score each Respondent's written Proposal (**exclusive of price**) and assign a score for each scoring criteria. Score can be zero to the maximum value, as noted in the table.

Scores given by all individual scorers for each scoring criteria will then be averaged to arrive at a single criterion score for each Bidder/Respondent.

Scores for all scoring criteria (**exclusive of price & MBE**) for each Bidder/Respondent will be totaled. If a Bidder/Respondent was given a perfect score, that Bidder/Respondent would receive a total score of 80, as noted in the table above.

After individual scorers have reviewed all proposals and have been scored for each Bidder/Respondent, a public tally meeting will be advertised, and sealed scores will be read aloud.

After all Proposals have been scored and a score developed for each Bidder/Respondent (**exclusive of price**), the price will then be scored and added to the final score.

Pricing will be evaluated by the County's Purchasing Section. The Bidder/Respondent with the lowest price will be given a score equal to that assigned to the pricing criteria, as noted in the table above. Scoring of the other Bidder/Respondents will be based on the ratio of their price in relation to the lowest price submitted. That ratio will be multiplied by the score assigned to the pricing criteria. The resultant product will be the score for Bidder/Respondent with the next lowest total overall price. For example:

Lowest Price (\$10.00)

Next Lowest Price (\$12.00)      X      Score for Price (20) =      Score for Next Lowest Price (16.67)

Price score for each Bidder/Respondent will be added to their respective Proposal evaluation score to arrive at an overall total evaluation score.

If elected by staff, three or more of the highest-ranking Bidder/Respondents will be invited to make an oral presentation to the Individual Scorers. Such a presentation will provide an opportunity for the Bidder/Respondents to provide additional information concerning their agency and personnel, and to respond to questions that the Individual Scorers may have for clarifying the information provided in the Bidder/Respondent's Proposal.

Each Bidder/Respondent who gives an oral presentation will be scored and assigned a score of zero (0) to twenty (20), as noted in the table above. The scores given by all Individual Scorers for each Bidder/Respondent will then be averaged to arrive at a single oral presentation score.

Should there be a tie between any Bidder/Respondents; Bidder/Respondent with the highest average score for the evaluation criteria titled "Technical Strength and Support Capability" shall be ranked higher.

Based on overall total evaluation score, Bidder/Respondents will then be ranked highest (favorable) to lowest (unfavorable).

During the award process County may require supplemental information in order to fairly evaluate a Bidder/Respondent's offer. For this purpose, County may request such information, including a best and final offer, from Bidder/Respondent after the initial submittal. If such information is required, Bidder/Respondent will be notified in writing and allowed a reasonable period of time to submit information.

County reserves right to reject any or all proposals, to waive any irregularities or informalities in the Proposals received and to change the scoring process described above, if circumstances dictate this or it is otherwise in the best interest of County to do so. In the event a Proposal is rejected or otherwise does not result in a contract award, County shall not be liable for any costs incurred by Bidder/Respondent in connection with the preparation and submittal of proposal.

It is the intent of County to award a single contract as the result of this Solicitation. However, County reserves the right to apportion the requirements of this Solicitation among multiple Bidder/Respondents if this is determined to be in County's best interest.

### **Proposal Scoring and Award**

County reserves the right to (1) cancel this Solicitation, (2) reject any or all Proposals, (3) waive any or all irregularities in the Proposals, (4) modify the Scope of the Services, or (5) disregard all nonconforming, non-responsive, unbalanced or conditional Proposals, as long as such does not give Bidder/Respondent an advantage or benefit not enjoyed by the other Bidder/Respondents or does not adversely impact the interests of County. County reserves the right to re-advertise the Solicitation, when it is in the best interest of County. County also reserves the right to reject the Proposal of any Bidder/Respondent if County believes that it would not be in its best interest to make an award to that Bidder/Respondent, whether because the Proposal is non-responsive, or Bidder/Respondent is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by County.

In scoring Proposals, County shall consider (1) the qualifications of Bidder/Respondents, (2) whether or not the Proposals comply with the prescribed requirements, (3) such alternates, unit prices and other data, as may be requested in the Solicitation, (4) the qualifications, equipment owned, and experience of Bidder/Respondent's proposed subconsultants (5) any additional terms and conditions, exceptions or variances stipulated by Bidder/Respondent, and (6) operating costs, maintenance requirements, performance data, warranties and guarantees.

County may conduct investigations, seek clarifications, or request any information as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Bidder/Respondent and their proposed subcontractors. Failure to provide requested information may result in rejection of the Proposal.

*County shall issue a written Notice of Intent to Award, if any, to the Successful Bidder/Successful Respondent, however, no contract shall be formed between the Successful Bidder/Successful Respondent and County until approved at a Citrus County Board of County Commissioner's Meeting.*

### **Responsiveness of the Proposal and Disqualification**

A responsive Proposal is one that complies with and conforms to the requirements of this Solicitation. A Proposal requiring changes to any portion of this Solicitation may be considered non-responsive. A Proposal that fails to comply with the Scope of Services and other criteria outlined in this Solicitation may be deemed non-responsive.

A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: failure to strictly comply with and satisfactorily address the Prerequisite Criteria; failure to submit the information needed to evaluate the Proposal based on the Evaluation Criteria; failure to provide the required forms or other documentation; incomplete, indefinite or ambiguous language; and improper and/or undated signatures.

Other conditions, which shall cause rejection of the Proposal, include, but are not limited to, evidence of collusion among Bidder/Respondents, obvious lack of experience or expertise to perform the Work, failure to perform or meet financial obligations for previous contracts, falsification of any form required by County, or lack of having valid and appropriate local, state or federal permits, certifications and/or licenses necessary to perform the Work.

County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Bidder/Respondent and their proposed subcontractors. County reserves the right to seek clarifications or request any information deemed necessary for proper



evaluation of Proposals from all Bidder/Respondents deemed eligible for Award. Failure to provide requested information may result in rejection of the Proposal.

#### **Review of Successful Bidder/Respondent's Facilities and Proposal**

After the Solicitation due date and prior to award of an Agreement, County reserves the right to perform or have performed an on-site review of Bidder/Respondent's facilities and qualifications, as well as documentation provided. This review will serve to verify data and representations submitted by Bidder/Respondent and may be used to determine whether Bidder/Respondent has an adequate, equipment, qualified, and experienced staff that can provide the necessary facilities and perform the Work outlined in the Solicitation. The review may also serve to verify whether Bidder/Respondent has adequate financial capability to meet County's requirements. Should County determine that (1) the Proposal or subsequent documentation submitted by Bidder/Respondent has material misrepresentations, or (2) the size or nature of Bidder/Respondent's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory performance, or (3) ascertains any other basis for concern as to Bidder/Respondent's ability to perform the Services, County has the right to reject their Proposal.

#### **Financial Strength**

Prior to award of a contract, County reserves the right to request financial information from the Successful Bidder/Successful Respondent to assist County in further review of that Bidder/Respondent's capabilities. Financial information provided shall be for the current and previous years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.

#### **Clarifications**

Before contract award, County reserves the right to seek clarifications for proper evaluation of the Proposal from all Bidder/Respondents deemed eligible for contract award. Failure to provide requested information may result in rejection of the Proposal.

#### **Negotiations and Contract Award**

County reserves the right to finalize the negotiations at any point and reserves the right to award a contract based on what is deemed to be in the best interest of County. If negotiations fail then the County reserves the right to utilize the next most qualified Respondent.

### **7. AWARD OF AGREEMENT**

#### **Signing of the Agreement**

When County gives a Notice of Intent to Award to the Successful Bidder/Successful Respondent, it will be accompanied by an unsigned Agreement. **Within ten (10) calendar days thereafter, Successful Bidder/Successful Respondent shall execute and deliver to County the Agreement, along with a certificate of insurance that shows policies, limits, and other conditions in compliance with that outlined in the Solicitation.** Upon award and execution of the Agreement by County, one executed copy of Agreement shall be delivered to Successful Bidder/Successful Respondent.

#### **Next Most Qualified Bidder/Respondent**

In the event of termination, notice event of default or Contract terms and conditions not agreed upon between County and awarded Bidder/Respondent, County reserves the right to utilize the next most qualified Bidder/Respondent as the new Awarded Bidder/Respondent. In the event of this occurrence, the next most qualified Bidder/Respondent, if it wishes to accept the award, shall be required to provide the prices as contained in its Proposal for the commodity and/or service noted in this Solicitation.

### **8. TERM OF AGREEMENT**

#### **Term of Agreement**

The duration of the Agreement shall be in from the date that the Parties execute the Agreement through the closeout of the Grant.



## 9. CONTENTS OF RFP

### **Certificate(s) of Insurance**

Respondents are to submit a copy of their certificate(s) of insurance evidencing policies and limits of insurance that they currently have in force.

If awarded and once ALL paperwork is completed and received by County, an email will be sent to Successful Respondent requesting online registration with myCOI. It is critical that County is provided with an accurate email address. **The cost to register is \$19.95 per year** and a credit/debit card will be needed. Part of the registration process includes providing contact information for Successful Respondent's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed, or faxed to County. Successful Respondent will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from the Successful Respondent's agent(s). This is a yearly requirement for the duration of the Agreement.

### **Subconsultants**

It is County's intention to select a Bidder/Respondent who has in-house capabilities to perform all of the Services outlined in this Solicitation. However, it is understood that there may be some portions of the Services for which the selected Bidder/Respondent may have to outsource to subconsultants. No more than 25% of the Services can be performed by subconsultants.

Bidder/Respondents, who propose to utilize subconsultants for various aspects of the Scope of Services, shall submit with their Proposal a list of those proposed subconsultants, along with a description of the Services that they will be performing. No changes to the list of subconsultants can be made after the deadline for submitting the Proposal without prior written approval by County. All pertinent data, including complete name as registered with the State of Florida, Federal Employer Identification Number, address and phone number, and such other information as deemed relevant by County for evaluating, qualifications and experience of the proposed subconsultants shall be submitted with your Proposal. If requested by County, Bidder/Respondent shall provide an experience statement with pertinent information regarding similar Services and other evidence of qualification for each proposed subconsultants.

All subconsultants proposed by Bidder/Respondent for the performance of the Services covered under this Solicitation are subject to County approval. County reserves the right to reject any proposed subconsultants listed by Bidder/Respondent and bears no responsibility or liability to Bidder/Respondent or its proposed subconsultants for any commitments made between them regarding the performance of the Services covered under this Solicitation.

If, after due investigation, and prior to giving Notice of Award to Successful Bidder/Respondent, County has reasonable objection to any proposed subcontractor, County may request the Successful Bidder/Respondent to submit an acceptable substitute without an increase in Price. If Successful Bidder/Respondent declines to make any such substitution, County may make Award to the next lowest, most responsive, and responsible Bidder/Respondent that will agree to use subconsultants acceptable to County.

All proposed subconsultants should be properly certified, registered or licensed by the appropriate governmental authority (as applicable) for the Services to be performed, prior to the submittal of a Proposal. Proposed subconsultants shall have successfully completed Services comparable to that which is noted within the Solicitation and be qualified both technically and financially to perform the Services for which they are listed.

### **Addenda**

Any Addenda issued in relation to this Solicitation will be transmitted by way of posting such on OpenGov and the Demand Star® e-procurement sourcing websites, which can be accessed at the following addresses:

<https://procurement.opengov.com/portal/citrusfl>.

[http://www.demandstar.com/supplier/bids/agency\\_inc/bid\\_list.asp?f=search&mi=10180](http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=10180)

**It is Bidder/Respondent's responsibility to be aware of any addenda that might have a bearing on their Proposal before the Proposal is due.** Bidder/Respondents shall acknowledge receipt of any and all addenda in the Proposal

Form. In the event a Bidder/Respondent fails to acknowledge receipt of such addenda, their Proposal will be construed as though they have received such addenda, and the submission of a Proposal will constitute acknowledgement of the receipt of same. All addenda will become a part of the Proposal Documents and Bidder/Respondent will be bound by such, whether or not received by Bidder/Respondent.

### **Licensing and Certifications**

Bidder/Respondents must comply with Chapter 607, Florida Statutes, entitled "Corporations" to transact business in the State of Florida. Bidder/Respondents must also be properly licensed and/or certified, in accordance with the State of Florida's regulations governing the provision of Work outlined in this Solicitation. Furthermore, Bidder/Respondents must comply with the policies, codes, and regulations of Citrus County for conducting business in County.

Bidder/Respondent shall submit with their Proposal copies of all licenses and certifications required to perform the Services covered under this Solicitation.

### **Conflict of Interest**

Bidder/Respondents shall disclose in their Proposal the name of any officer, director, employee, or other agent who is also an employee of County. Bidder/Respondents shall also disclose the name of any County employee who owns, directly or indirectly, an interest of five percent (5%) or more in Bidder/Respondent's company or its affiliates.

Any Bidder/Respondent or their proposed subcontractor who is currently involved in a contract with County or who believes that it may have a potential or actual conflict of interest regarding this solicitation shall be required to submit such information with their Proposal, which shall include sufficient details regarding the actual or potential Conflict of Interest to allow County to evaluate the submittal, including but not limited to Services being performed under a current contract(s) and the Services to be performed under a Contract awarded pursuant to this Solicitation. Failure to do so may result in an adverse determination by County. County also reserves the right to request additional information regarding such conflict of interest.

County will determine whether Bidder/Respondent or their proposed subcontractor has a conflict of interest which will interfere with Bidder/Respondent's ability to perform the Services outlined in this Solicitation and notify Bidder/Respondent of the determination.

Bidder/Respondent, its employees, and proposed subcontractors are prohibited from entering into any contract with County or any other governmental entity during the term of any Contract covered under this Solicitation that would create a conflict of interest or the appearance of a conflict of interest with the Services noted in the Solicitation.

## **10. ADDITIONAL INFORMATION**

### **List of Bidder/Respondents**

A list of Bidder/Respondents will be posted on Vendorlink, OpenGov, and Demand Star®. The list of Bidder/Respondents can also be obtained by contacting the Contact Person. County will not provide a list of Bidder/Respondents by telephone.

### **Workforce Labor**

County believes that the hiring of workforce labor by Bidder/Respondents who County awards contracts to, should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CareerSource CLM of all awards involving construction and other types of Services. CareerSource CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Successful Bidder/Respondent will be contacted by CareerSource CLM, to discuss hiring through its staff and services. Successful Bidder/Respondent's participation with CareerSource CLM is not required as a condition of award, but rather an opportunity for greater support for the community of Citrus County.

### **Rights of County**

County reserves the right to debar or suspend, for no longer than three (3) years, a Bidder/Respondent from any solicitation process should it be discovered that (1) Bidder/Respondent was in violation of any of the issues listed in the section titled "Bidder/Respondent's Representation And Certification" of this Solicitation, or (2) Bidder/Respondent has shown a recent record of failure to perform or of unsatisfactory performance under any existing or past contracts with County; provided such

failure was not caused by acts beyond the control of Bidder/Respondent, or (3) County became aware of anything concerning Bidder/Respondent that was found to be so serious and compelling as to affect responsibility of Bidder/Respondent, including debarment or suspension by another governmental entity. County will not exercise this right until after written notice has been given to Bidder/Respondent and reasonable opportunity has been given for Bidder/Respondent to be heard. The decision of debarment or suspension shall be final and conclusive, unless fraudulent, or Bidder/Respondent commences an action in court, or Bidder/Respondent administratively appeals the decision.

### **Acceptance of Proposal Content**

The submission of a Proposal shall be considered as a representation that Bidder/Respondent has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Services covered by this Solicitation; and that Bidder/Respondent is fully informed concerning conditions to be encountered, the character, quality, and quantity of the Services to be performed and the materials to be furnished. In addition, Bidder/Respondent is familiar with what is required to perform the Services covered by this Solicitation.

The contents of the Successful Bidder/Respondent's Proposal shall become a contractual obligation.

### **Documentation Becomes Property of County**

All documentation submitted in response to this Solicitation shall become the exclusive property of the County. Documentation may not be removed by Bidder/Respondent or its agents and will not be returned to Bidder/Respondent.

### **Drug-Free Workplace**

County has a "zero tolerance" policy concerning the use of drugs and alcohol in the workplace. The Successful Bidder/Respondent will be required to comply with such policy and ensure that its employees and the employees of its subcontractors follow and comply with such policy.

### **Cooperative Purchasing**

County encourages and agrees to the successful Bidder/Respondent extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful Bidder/Respondent. If applicable, pursuant to the Bidder/Respondent's own governing laws, and subject to agreement of Bidder/Respondent, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Bidder/Respondent, and County shall not be a party to any transaction between Bidder/Respondent and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Agreement. These "special conditions" shall take precedence over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

### **Public Records Act**

Bidder/Respondents should make themselves familiar with Chapter 119, Florida Statutes, concerning availability of public records. Section 119.071, Florida Statutes, was amended to provide that sealed Proposals, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Bidder/Respondents will not be able to procure a copy of their competitor's Proposals until an intended decision is reached, or 30 days has elapsed since the time of the Proposal opening. In accordance, Proposal Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 3600 W. Sovereign Path, Suite 283, Lecanto, Florida. To request copies, visit our public records request portal:

[https://www.citrusbocc.com/departments/commissioners/public\\_records\\_request.php](https://www.citrusbocc.com/departments/commissioners/public_records_request.php)

Florida law generously defines what constitutes a public record and under Chapter 119, Florida Statutes, all Proposals are to be made available by County for viewing by the general public. If a Bidder/Respondent believes that their Proposal contains information that should not be a public record, Bidder/Respondent shall clearly segregate and mark that information as "**Confidential**" and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. Any documents given to the Successful Bidder/Respondent as part of

performing the Services covered under this Solicitation shall not be sold or distributed to third parties without the written consent of County.

The Successful Bidder/Respondent will be required to retain a copy of these documents for a minimum of three (3) years from completion of the Agreement. All documents, papers, letters, e-mails, or other material made or received by the Successful Bidder/Respondent in conjunction with the Services, unless exempt from Section 24(a) of Article I, Florida Constitution and Section 119.07(1), Florida Statutes, shall be made available for public access. Should the Successful Bidder/Respondent refuse to allow such access, County has the unilateral right to cancel the Award.

Bidder/Respondents should consult an attorney as to their duties under the records and information laws (Section 257.36, Florida Statutes) and public records laws (Chapter 119, Florida Statutes) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.

### **Lobbying**

Bidder/Respondents shall not lobby any County or State Agency on any aspect of this Solicitation during the procurement process (i.e., from the time this Solicitation is advertised to execution of a contract) associated with the awarded contract.

### **Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting**

Respondents are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible Respondent. Respondents are further notified that the County's governing body may not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

### **E-Verification System**

Bidder/Respondent and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, <https://www.uscis.gov/>, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Bidder/Respondent during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Bidder/Respondent to perform work pursuant to this Contract. Bidder/Respondents meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Bidder/Respondent and its subcontractors shall provide County with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. County is obligated to terminate this Agreement upon a good faith belief that Bidder/Respondent or its subcontractors has knowingly violated Section 448.095, Florida Statutes.

### **Immigration and Nationality Act**

Bidder/Respondent shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award contracts to any Bidder/Respondent who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may constitute immediate termination of said Agreement.

### **Indemnification**

Bidder/Respondent shall indemnify, save and hold harmless County and all their officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent act of, or omission of, Bidder/Respondent, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Bidder/Respondent nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Bidder/Respondent shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered

necessary by County, any sums due under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

## **2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

Federal awards with State, local and Indian tribal governments are subject to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at [2 CFR part 200](#).

## **Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

Bidders will comply with the provisions listed in Appendix II to 200 found within the link listed below:

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

### **11. MINIMUM INSURANCE REQUIREMENTS**

**Regardless of whether the Bidder/ Respondent has the policies and limits as stipulated below, the Bidder/Respondent is to submit a copy of their certificate(s) of insurance evidencing policies and limits of insurance that they currently have in force.**

Successful Bidder/Successful Respondent shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Successful Bidder/Successful Respondent, their agents, representatives, employees, or subcontractors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Successful Bidder/Successful Respondent against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as the County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Successful Bidder/Successful Respondent under this contract.

#### **11.1. COMMERCIAL GENERAL LIABILITY**

Successful Bidder/Successful Respondent must obtain a general liability policy with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 general aggregate.

#### **11.2. AUTOMOBILE LIABILITY**

Successful Bidder/Successful Respondent must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event the Successful Bidder/Successful Respondent does not own vehicles, the Successful Bidder/Successful Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### **11.3. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

1. Successful Bidder/Successful Respondent must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
2. For any officer of Successful Bidder/Successful Respondent that has exempt status as an individual, County requires proof of workers' compensation insurance coverage for that Successful Bidder/Successful Respondent/employer/owner's employees. If Successful Bidder/Successful Respondent/employer/owner or individual has applied for a workers' compensation exemption, County does not recognize this exemption to extend to the employees of Successful Bidder/Successful Respondent/employer/owner.
3. The purpose of this section is to ensure that all Successful Bidders/Successful Respondents, subcontractors, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide

workers' compensation coverage for all employees, and principles of sub-consultants, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

#### 11.4. CYBER LIABILITY

If any operations to be undertaken by Successful Bidder include interfacing with County information technology (IT), operation technology (OT), computer hardware or software, or accessing, processing, or storing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data, Contractor must obtain Claims-Made coverage in an amount not less than \$1,000,000 per claim for actual or alleged breaches of data and loss of data. The Claims-Made policy form shall provide continuous coverage that remains in place for three (3) years after contract completion.

#### 11.5. OTHER INSURANCE PROVISIONS

1. The Successful Respondent shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.
2. All required insurance policies must be maintained until the contract work has been accepted by the County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.
3. Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be **covered as an Additional Insured on all policies** except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, or volunteers.
4. The Successful Respondent's insurance coverage shall be primary insurance as respects the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be excess of Successful Respondent's insurance and shall be non-contributory.
5. **For all policies of insurance:** The Successful Respondent, and its insurance carrier, waive all subrogation rights against the County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.
6. **The Certificate Holder should read as follows:** *Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.*
7. It is the Successful Respondent's responsibility to ensure that all subcontractors comply with these insurance requirements. Successful Respondents shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
8. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.
9. All Certificates must show that the Successful Respondent's policies have been endorsed per the requirements.
10. Once ALL paperwork is completed and received by the County, an email will be sent to Successful Respondent requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is \$19.95 per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Successful Respondent's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a

current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed, or faxed to the County. Respondent will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Successful Respondent's agent(s). This is a yearly requirement for the duration of the Agreement.

#### **11.6. PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY**

1. Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate.

### **12. SCOPE OF SERVICES**

#### **12.1. Scope of Services**

Consultant is to provide program administration services and work with County staff to ensure all contractual obligations are met between Citrus County, Florida (County) and the Florida Department of Commerce (FloridaCommerce) for approved Community Development Block Grants (CDBG) funded projects. The following services include, but are not limited to:

#### ADMINISTRATION:

- Oversight of project schedule and compliance, citizen complaint process and all other technical assistance.
- Develop a draft packet of forms to be utilized as part of the CDBG Housing Program for approval.
- Complete Applicant Intake Process {for both relocation and rehabilitation} and Relocation Procedures.
- Meet with the Building Department to coordinate permitting and inspections.

#### GENERAL TASKS:

- Rank and recommend home /rehab clients based on the CDBG-HR Housing Assistance Plan (HAP).
- Develop and supply recommended client Intake Process Forms.
- Develop and monitor Client CDBG-HR Files for program compliance.
- Advertise/select a Contractor to perform a lead-based paint inspection of each dwelling.
- Work with County to bid out, select and receive approval of Surveyors and Asbestos Inspectors.
- Work with County to bid out, select and receive approval of Radon Testing and Mitigation Specialists.
- Coordinate execution of the contracts for Surveyor and Asbestos Inspectors.
- Coordinate execution of the contracts for Radon Testing and Mitigation Specialists.
- Issue Notice to Proceed to Surveyors/Specialists.
- After surveys/testing are completed, utilize them to develop specifications and plans for rehab.
- Work with County to bid out, select and receive approval for rehab Contractors.
- Work with County to bid out for Contractors to rehab the residences.
- Submit bid specifications to the County Purchasing Department.
- Work with County to complete and/or revise the work write-ups to address the rehab dwellings.



- Complete the work write-up on each dwelling and obtain the homeowners acceptance signature.
- Work with County and the homeowner (or their representatives) to award the bids.
- Meet with the Homeowner and the construction Contractor to complete contracts.
- Work with the Contractor to obtain building and related permits and monitor Contractors for compliance.
- Work with homeowners to temporarily relocate out of the dwelling, if applicable.
- Issue Notice to Proceed for the rehab/hardening of residence.
- Work with the Building Department to coordinate inspections and approval of draw requests.
- Coordinate, be present and respond to any questions raised at all FloridaCommerce site/monitoring visits.
- Maintain an independent set of financial records on the project.
- Maintain an independent set of financial records on each individual residence.
- Reconcile the Contractor's financial records with the client's financial records regularly.
- At the project conclusion, work with staff to prepare and submit a closeout for the project to FloridaCommerce.
- Submit Monthly/Quarterly Status Reports to County, detailing:
  - a. Contract status
  - b. Any significant administrative actions that could affect the contract
  - c. Quality control activities and results
  - d. Major accomplishments, success stories, etc.
  - e. Noteworthy meetings
  - f. Pending issues
  - g. Other items deemed appropriate

### 13. BID FORM

Please complete the table in it's entirety.

#### RFP 25-102 PRICE PROPOSAL

10 points maximum

Line Item	Job Title	Quantity	Unit of Measure	Unit Cost	Total
1	Contracts Manager	1	Hourly Rate		
2	Project Manager	1	Hourly Rate		
3	Construction Manager	1	Hourly Rate		
4	Program Specialist	1	Hourly Rate		
5	Office Manager/Assistant	1	Hourly Rate		



Line Item	Job Title	Quantity	Unit of Measure	Unit Cost	Total
6	Other	1	Hourly Rate		
<b>TOTAL</b>					

#### 14. RESPONDENT RESPONSES

##### 1. ACKNOWLEDGEMENT OF REQUIRED DOCUMENTS\*

I Acknowledge that I have reviewed all of the submitted forms and that they are true and correct to my knowledge.

☐ Yes

☐ No

\*Response required

When equals "Yes"

1.1. Name, Title, and email address of the Person authorized to bind company to this agreement?\*

\*Response required

##### 2. Point of Contact for Respondent\*

Please provide:

Company name & address

Point of Contact Name & title

Phone Number

Email Address

\*Response required

##### 3. Certificate(s) of Insurance\*

Respondent has reviewed the costs associated and comprehends the "Minimum Insurance Requirements" in Section 11.

☐ Yes

☐ No

\*Response required

When equals "Yes"

3.1. Evidence of Liability Insurance \*

Respondents are to submit a copy of their certificate(s) of insurance evidencing policies and limits of insurance that they currently have in force.

\*Response required

##### 4. Respondent intends to utilize subcontractors/subconsultants in the performance of the Work/Services for this project?\*

☐ Yes

☐ No

\*Response required

When equals "Yes"

4.1. List of Subconsultants\*

Please download the below documents, complete, and upload.

- [Fill-In Form-LIST OF Subcon...](#)
- [8.Fill-In Form-Certificatio...](#)

\*Response required

**5. Respondent has an Active Registration in Sunbiz to conduct business in the State of Florida?\***

☐ Yes

☐ No

\*Response required

When equals "Yes"

5.1. Active Sunbiz Registration\*

Please upload a copy of your active Sunbiz Registration with the State of Florida.

\*Response required

When equals "No"

5.2. Active Sunbiz Registration\*

Please provide a written statement of understanding pertaining to County's requirement for an active Sunbiz registration for all Agreement Awardees. Furthermore, state Respondent's willingness to immediately register if a Notice of Intent is issued.

\*Response required

**6. Active SAM.gov Registration\***

Respondent's Entity has an active registration and Unique Entity ID in SAM.gov <https://sam.gov/>

☐ Yes

☐ No

\*Response required

When equals "Yes"

6.1. Active SAM Registration\*

Please upload a copy of your Entity's Registration status.

\*Response required

**7. Conflicts of Interest\***

Respondent covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Respondent any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Respondent, and its subconsultants at any tier, certify that they have not entered into any contract, subcontract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, or employee of Respondent or its subconsultants, during its tenure,

or for two years thereafter, has any interest, direct or indirect. Respondent, and its sub-consultants at any tier, shall insert the following provision into each of their contracts and sub-contracts: "No member, officer, or employee of the subconsultant, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

Do you have any Conflicts of Interest to report?

☐ Yes

☐ No

\*Response required

When equals "Yes"

**7.1. Stated Conflicts of Interest\***

Please upload a document listing all your Conflicts of Interest.

\*Response required

When equals "No"

**7.2. Conflict of Interest Statement**

Please download the below documents, complete, and upload.

- [4. Fill-in Form-Conflict of...](#)

**8. Certifications\***

Respondent certifies that they comply (or will comply) with the statements concerning, but not limited to: Compliance with Laws, Conflict of Interest, Convictions, Debarment, Discriminatory Vendor, Drug Free Workplace, Equal Employment Opportunity, E-Verification System, Gopher Tortoise Relocation, Immigration and Nationality Act, Lobbying, Non-Collusion, Prohibited Interests, Public Entity Crime and Scrutinized Companies.

☐ Please confirm

\*Response required

**9. Compliance with Laws\***

Respondent shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

☐ Please confirm

\*Response required

**10. Convictions\***

Respondent has fully informed Owner of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

☐ Please confirm

\*Response required

#### 11. Debarment\*

Respondent certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

☐ Yes

☐ No

\*Response required

When equals "Yes"

##### 11.1. Certification Regarding Debarment & Suspension

Please download the below documents, complete, and upload.

- [7. Fill-in Form-Certificati...](#)

#### 12. Drug-Free Workplace Certification\*

Respondent confirms compliance with Florida Statute 287.087 (current version) and maintains a drug free workplace.

☐ Yes

☐ No

\*Response required

When equals "Yes"

##### 12.1. Drug Free Workplace Certification

Please download the below documents, complete, and upload.

- [5. Fill-In Form-Drug-Free W...](#)

#### 13. Discriminatory Vendor\*

Respondent certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, 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 public entity.

☐ Please confirm

\*Response required

#### 14. Equal Employment Opportunity\*

Respondent shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Respondent shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any subcontractor hired by Respondent. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Respondent. Subcontracts entered into by Respondent shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Respondent shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Respondent shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

Please download the below documents, complete, and upload.

- [17. Minority Business Form ...](#)

\*Response required

#### **15. E-Verification System\***

Respondent and its subcontractors/subconsultants shall utilize the U.S. Department of Homeland Security's E-Verify system, <https://www.uscis.gov/>, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Respondent during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors/subconsultants, assigned by Coordinating Contractor/Consultant to perform work pursuant to this Contract. Respondent meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Respondent and its subcontractors/subconsultants shall provide County with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. County is obligated to terminate this Agreement upon a good faith belief that Respondent or its subcontractors has knowingly violated Section 448.095, Florida Statutes. E-Verification Identification

☐ Please confirm

\*Response required

#### **16. E-Verification Identification Number\***

Provide your E-Verification Identification Number

\*Response required

#### **17. Immigration and Nationality Act\***

Respondent shall comply with all immigration laws as outlined in 8 USC § 1324a- Unlawful employment of aliens. County will not intentionally award County contracts to any Respondent who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Consultant knowingly employs unauthorized aliens.

☐ Please confirm

\*Response required

#### **18. Lobbying\***

Respondent confirms that it will not, in connection with the Agreement, directly or indirectly

1. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or
2. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

☐ Yes

☐ No

\*Response required

When equals "Yes"

18.1. Certification for Disclosure of Lobbying Activities

Please download the below documents, complete, and upload.

- [8. Fill-in Form-Certificati...](#)

**19. Non-Collusion\***

Respondent agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Respondent intends to do the work with its own bona fide employees or subcontractors and has not provided a Proposal for the benefit of another Contractor/Vendor. Furthermore, Respondent certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

☐ Yes

☐ No

\*Response required

When equals "Yes"

19.1. Non-Collusion & Lobbying Certification

Please download the below documents, complete, and upload.

- [6. Fill-In Form-Non-Collusi...](#)

**20. Prohibited Interests\***

Respondent, and its subcontractors/subconsultants at any tier, certify that they have not entered into any contract, subcontract, or arrangement in connection with the project covered under this Request for Proposal, or of any property included or planned to be included in the project, in which any member, officer, or employee of the Respondent or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect.

☐ Please confirm

\*Response required

**21. Public Entity Crime\***

Pursuant to 287.133, Florida Statute, A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a 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 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 s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

☐ Please confirm

\*Response required

## **22. Scrutinized Companies\***

Respondent 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 Terrorism Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Respondent further understands and accepts that any contract issued as a result of this Proposal shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Respondent.

☐ Yes

☐ No

\*Response required

When equals "Yes"

22.1. Vendor Certification of Scrutinized Companies

Please download the below documents, complete, and upload.

- [10. Fill-In-Form-Vendor Cer...](#)

## **23. My proposal is attached with all of the required information and in the required format defined in Section 4\***

☐ Yes

☐ No

\*Response required

When equals "Yes"

23.1. Please submit proposal here

## **24. Human Trafficking Confirmation\***

Respondent confirms they do not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

☐ Yes

☐ No

\*Response required

When equals "Yes"

24.1. Human Trafficking Affidavit\*

Please download the below documents, complete, and upload.

- [REVISED Human Traffic Affid...](#)

\*Response required