



REQUEST FOR PROPOSAL

City of New Port Richey
City Clerk's Office
5919 Main Street
New Port Richey, FL 34652

RFP Number: 21-014
RFP Title: CDBG Grant Administration Services

Contact Person: Lisa Algieri
Phone: (727) 853-1050
Email: algierel@cityofnewportrichey.org

RFP Opening: Thursday, September 16, 2021
Time: 4:00pm
Location: City Hall
City Council Chamber
5919 Main Street
New Port Richey, FL 34652

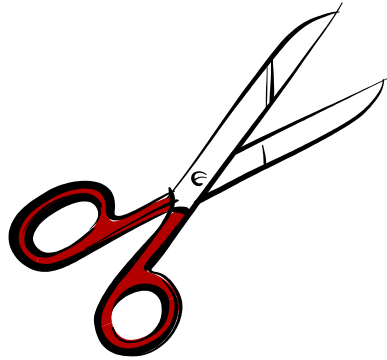
RFP Contents: SECTION 1 – INSTRUCTIONS TO PROPOSERS
SECTION 2 – TERMS AND CONDITIONS
SECTION 3 – SPECIAL TERMS & CONDITIONS
SECTION 4 – PROPOSAL SUBMITTAL & REQUIREMENTS
SECTION 5 – EVALUATION OF PROPOSALS
SECTION 6 – SCOPE OF WORK/SPECIFICATIONS
SECTION 7 – REQUIRED FORMS

SPECIAL ACCOMMODATION:

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at either the scheduled pre-bid conference or bid opening should contact the City Clerk (727-853-1021), at least five (5) days prior to the event to advise of his/her special requirements.

DELIVERY INFORMATION AND LABELING INSTRUCTIONS

Cut along the dotted line of the label shown below and affix to your sealed RFP envelope to identify it as a "Sealed RFP". Be sure to fill in the company name.



| | |
|---|--|
| SEALED RFP • DO NOT OPEN | |
| CDBG Grant Administration Services | |
| RFP NAME: | _____ |
| RFP NUMBER: | 21-014 |
| DUE DATE/TIME: | Thursday, September 16, 2021 by 4:00 pm |
| SUBMITTED BY: | _____ (Name of Company) |
| DELIVER TO: | City Clerk City of New Port Richey 5919 Main Street New Port Richey, FL 34652 |
| DATE/TIME RECEIVED: | _____ (To be stamped by City Clerk) |

SECTION 1 – INSTRUCTIONS TO PROPOSERS

It is the intent and purpose of the City of New Port Richey (City) that this Request for Proposals promotes competitive selection. It shall be the proposer's responsibility to advise the City Clerk if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

TIMETABLE

| | |
|--------------------------------|--|
| Date of Distribution: | Monday, August 30, 2021 |
| Last Date of Inquiries: | Friday, September 10, 2021 Monday, |
| Final Addendum: | September 13, 2021 |
| RFP Due: | Thursday September 16, 2021 by 4:00pm |

QUESTIONS REGARDING THIS RFP – All questions or concerns regarding this Request for Proposals must be submitted **in writing**, to the Contact Person. Questions may be emailed to algierel@cityofnewportrichey.org referencing the RFP number in the subject line.

Proposers shall not direct any queries or statements concerning their proposal to the City staff and/or Evaluation Committee during the selection process, from the time of submission of a proposal until recommendation of award. Any Proposer who initiates any discussions in any manner other than that described below is subject to disqualification from this procurement.

ADDENDA OF THE REQUEST FOR PROPOSALS – When appropriate, the City Clerk will issue an addendum to the RFP. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this RFP shall be considered binding. The City shall be bound by information and statements only when such statements are written and executed under the authority of the City Clerk.

It shall be the responsibility of the Proposer, prior to submitting their proposal, to determine if addenda were issued, acknowledging and incorporating them into their proposal. The failure of proposers to submit acknowledgement of any addenda that affects the RFP price(s) is considered a major irregularity and will be cause for rejection of the proposal.

The City of New Port Richey reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RFP submittal.

This provision exists solely for the convenience and administrative efficiency of the City of New Port Richey. No Proposer or other third party does not gain any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS – It is the Proposer's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Proposers must contact the Contact Person, at the phone number or email provided, should clarification be required. Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MEETING SPECIFICATIONS – If you are taking exception, indicate those exceptions as stated on the Proposer's Certification Form.

PROPOSAL FORMS – All proposals must be submitted on our standard Request for Proposals Form. Proposals on vendor quotation forms will not be accepted.

NO PROPOSAL – Where more than one item is listed, any items not proposed must be indicated "NO PROPOSAL".

MISTAKES – In the event of extension error(s), the unit price will prevail and the proposer's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the proposer's total will

be corrected accordingly. Proposers must check their proposal where applicable. Failure to do so will be at the proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

CORRECTION OF PROPOSALS – Correction of inadvertently erroneous proposals shall be permitted up to the time of opening. Proposers shall not be allowed to modify their proposals after the opening time and date.

WITHDRAWAL OF PROPOSALS – Proposals may be withdrawn by written request at any time prior to proposal opening by the Proposer. Negligence on the part of the Proposer in preparing the proposal confers no right of withdrawal or modification after the proposal has been opened, at the appointed time and place by the City of New Port Richey. Any such withdrawn proposal shall not be resubmitted.

FINANCIAL ABILITY – Every Proposer may be required to demonstrate financial stability as evaluated at the sole discretion of the City of New Port Richey.

BINDING OFFER – A Proposer's submittal will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of a proposal shall be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this RFP.

SUBMISSION OF PROPOSALS – Firms or companies desiring to provide services, as described herein shall submit sealed proposals including one (1) original, three (3) identical paper copies, and one (1) electronic copy in pdf format on USB.

Proposals must be submitted in a sealed envelope with the proposal number, title, and opening date clearly displayed on the outside of the sealed envelope.

The delivery of said proposal to City Clerk prior to the specified opening date and time is solely and strictly the responsibility of the Proposer. Any proposal received after the specified date and time will not be accepted.

OPENING OF PROPOSALS – Proposals will be received until the date and time stated in this RFP and will be publicly opened at the place, time and date stated.

PROPOSAL TABULATION AND RESULTS – Pursuant to Section 119.071, Florida Statutes, proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Contact Person (algierel@cityofnewportrichey.org) to inspect responses and the completed tabulation. The foregoing notwithstanding, if, prior to the City's making responses available for inspection, the City rejects all responses and concurrently provides notice of the City's intent to reissue the solicitation, then the City may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

DISQUALIFICATION DUE TO NON-RESPONSIVENESS – The City reserves the right to determine that any proposal received which does not contain all of the information, attachments, verification, forms or other information, may be considered non-responsive and therefore be disqualified from eligibility to proceed further in the Request for Proposal process.

REJECTION/DISQUALIFICATION OF PROPOSAL – The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the due date may or may not be rejected by City depending on available competition and timely needs of the City of New Port Richey. The City reserves the right to award the contract to a responsible proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the City.

The City will be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision will be final. Also, the City reserves the right to make such investigation as it deems

necessary to determine the ability of any proposer to perform the work or service requested. Information the City deems necessary to make this determination will be provided by the proposer. Such information may include, but will not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

NO LOBBYING – All Proposers are hereby placed on notice that the City of New Port Richey, City Employees/ Staff, Members of the Evaluation Committee or any members of public entities within the City of New Port Richey participating in this RFP are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Proposers and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, etc., if they intend to submit or have submitted proposals for this project. Any Proposer contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

RIGHT TO PROTEST – Any Proposer affected adversely by an intended decision with respect to the award of any RFP shall file, with the City Clerk, a written notice of intent to file a protest in accordance with the City of New Port Richey Policy.

Failure to follow the protest procedure requirements within the time frames prescribed herein as established by City of New Port Richey shall constitute a waiver of your protest and resulting claims.

OWNERSHIP OF DOCUMENTS – All documents resulting from this project will become the sole property of the City of New Port Richey. The Proposer must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Proposer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

COST OF PREPARATION - Costs of preparation of a response to this RFP are solely those of the Proposer. The City assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

SECTION 2 – TERMS AND CONDITIONS

GOVERNING LAWS/RULES/REGULATIONS – All Proposers shall hold all State, Federal, and City licenses required to perform the scope of work as described within the RFP documents. The Proposer shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and City.

AWARDS – Results from the evaluation committee will be considered by the City of New Port Richey City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City’s Purchasing Policy and Florida Statutes.

The City of New Port Richey reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more proposers; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

VENDOR’S PRODUCT OR SERVICES – The vendor’s product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

If the vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

The vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the vendor.

In furnishing the service or product to the City, the vendor shall comply with all federal, state, and city laws, rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, proposal or quote.

PRICE/DELIVERY – Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any proposals containing modifying or “escalator” clauses will not be considered unless specifically requested in the proposal specifications.

Deliveries resulting from this proposal are to be made during the normal working hours of the City. Time is of the essence and the proposer’s delivery date must be specified and adhered to. Should the proposer, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the City reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the awarded proposer will be required to compensate the City for the difference in price paid for the alternate product. The successful proposer(s) shall be responsible for making any and all claims against carriers for missing or damage items. Partial shipments will be acceptable unless otherwise stated.

RESERVATION OF RIGHTS – The City reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the City, or to award a contract to the next most qualified Proposer if the successful Proposers do not execute a contract within thirty (30) days after approval of the selection by the City of New Port Richey City Council.

The City of New Port Richey reserves the right, and the City Clerk has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the City of New Port Richey City Council when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the City of New Port Richey Purchasing Policy. The City of New Port Richey reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

UNIFORM COMMERCIAL CODE (APPLICABLE ONLY FOR THE PURCHASE OF GOODS) – The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded proposer/contractor and City of New Port Richey for any terms and conditions not specifically stated in this Request for Proposals .

FEDERAL AND STATE TAX – **City of New Port Richey** is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Purchasing Department will provide an exemption certificate to the successful proposers. Vendors or contractors doing business with City of New Port Richey shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any vendor/contractor be authorized to use the City's Tax Exemption Number in securing such materials.

AVAILABILITY OF PERSONNEL – Personnel described in the proposal shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees, or agents of the Proposer, and not employees or agents of City of New Port Richey.

ASSIGNMENT OF CONTRACT – The selected Proposer may not make any assignments of their obligations resulting from this RFP without the prior written authorization of City of New Port Richey.

NON-EXCLUSIVITY OF CONTRACT – The selected Proposer understands and agrees that any resulting contractual relationship is non-exclusive and City of New Port Richey reserves the right to seek similar or identical services elsewhere if deemed in the best interest of City of New Port Richey.

CANCELLATION – The contract with the successful Proposer may be terminated by the City without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The City may terminate the contract at any time as a result of the Contractor's failure to perform in accordance with these specifications and applicable contract. The City may retain/withhold payment for nonperformance if deemed appropriate to do so by the City.

AGREEMENT – The selected Proposer shall be expected to execute an agreement containing the terms and conditions herein. Any exceptions to the terms and conditions contained herein must be identified and agreed upon as outlined herein before consideration of proposal.

This Request for Proposals shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), proposal document and response. Any and all legal actions associated with this Request for Proposals and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida.

OTHER AGENCIES – All Proposers awarded contracts from this proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded proposer(s).

FLORIDA PROMPT PAYMENT ACT – Payments shall be in accordance with the Florida Prompt Payment Act applicable to local governments.

AVAILABILITY OF FUNDS – City of New Port Richey is obligated only to the extent that funds are included in the City's fiscal year budget. Should the City not include funds for this expense the Contract is null and void.

ADDITIONAL REQUIREMENTS – The City reserves the right to request additional services relating to this Agreement from the Contractor. When approved by the City as an amendment to this Agreement and

authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

NON-PERFORMANCE – Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

- (a) In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract, inclusive of any lease extension costs on the current tower sites.

PATENT/COPYRIGHT/TRADE SECRET (INDEMNIFY, DEFEND, HOLD HARMLESS) - The Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The Proposer shall indemnify, hold harmless, and defend the City of New Port Richey City Council, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands, or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Proposer while providing services under this agreement.

PUBLIC RECORDS – Pursuant to Section 119.0701(2), Florida Statutes, the Proposer shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Proposer in conjunction with this Agreement. Specifically, the Proposer must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service, including but not limited to: correspondence, financial records, permits, and certifications; and
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in the City's Public Records Policy, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Proposer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

In performing the requirements herein, the Proposer shall promptly provide the City with a copy of any request to inspect or to copy public records in possession of the Proposer and consult with the City to ensure the request is responded to in accordance with the law. The Proposer shall promptly provide the City with a copy of the Proposer's response to each such request. Failure to grant such public access shall constitute a material default and the City shall be entitled to terminate any Agreement and to pursue any other remedies against Proposer available in equity or at law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727)853-1021, MEYERSJ@CITYOFNEWPORTRICHEY.ORG

AUDITABLE RECORDS – The awarded Proposer shall establish and maintain a reasonable accounting system, which enables ready identification of Proposer’s cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all fees for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The City or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Proposer or its sub-consultants as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Consultant's place of business. This right to audit shall include the Proposer’s subcontractors used to procure goods or services under the contract with the City. Awarded Proposer shall ensure the City has these same rights with subcontractor(s) and suppliers.

HOLD HARMLESS / INDEMNIFY – The Proposer agrees to indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract.

INDEMNIFICATION: (GENERAL LIABILITY) – The selected Proposer shall indemnify, hold harmless, and defend City of New Port Richey and their respective City Council, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at anytime be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the Proposer, or anyone performing any act required of Proposer in connection with performance of the agreement awarded pursuant to this RFP. These obligations shall survive acceptance of any goods and/or performance and payment therefore by City of New Port Richey.

DRUG-FREE WORKPLACE CERTIFICATION – By submitting a proposal in response to this RFP you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

PUBLIC ENTITY CRIMES – A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime 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 submit proposals 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 Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted Proposer list.

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION – The award hereunder is subject to Chapter 112, Florida Statutes. All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City of New Port Richey. Further, all Proposers must disclose the name of any City of New Port Richey employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Proposer’s firm or any of its branches.

The Proposer shall certify that he/she has not, either directly or indirectly, entered into any Contract, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the RFP and that the Proposer is not financially interested in, or otherwise affiliated in a business way with any other Proposer on the same land or improvements.

EEO STATEMENT – City of New Port Richey is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, handicap, age and gender.

GRATUITIES AND KICKBACKS – Gratuities: It shall be unethical for any person to offer, give, or agree to give any City of New Port Richey employee or former City of New Port Richey employee, or for any City of New Port Richey employee or former City of New Port Richey employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a

program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity to the City.

City in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

BRAND NAME OR EQUALS/DEVIATIONS – Unless otherwise specified, the mention of a particular manufacturer’s brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the proposal.

The determination as to whether any alternate product or service is or is not equal shall be made solely by City of New Port Richey and such determination shall be final and binding upon all proposers. City of New Port Richey reserves the right to request and review additional information to make such a determination.

Although City of New Port Richey provides for the consideration of alternate proposals, it reserves the right to make an award in the best interest of the City. Such award may not necessarily be given to the lowest proposal offered.

The proposer shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items proposed. Unless the proposal is in response to a “Brand Name or Equal” requirement, deviations from the specifications will only be considered if requested in writing **prior** to the date and time specified for receipt of proposals. Deviations, if accepted, will be specifically addressed in writing via an addendum to the RFP. Any goods or services that are not in compliance with the specifications will not be accepted.

AMERICANS WITH DISABILITIES ACT (ADA) – If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 727-853-1025 at least 48 hours before the scheduled event.

LITERATURE (if applicable) – If no particular brand, model or make is specified, Proposers shall submit with the RFP two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

LICENSES (if applicable) – The Contractor shall be responsible for obtaining and maintaining city or county occupational license and any licenses required pursuant to the laws of City of New Port Richey or the State of Florida. In furnishing the service or product to the City, the vendor shall comply with all federal, state and county rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, and proposal or quote.

COPIES – Copies of documents, records, materials, and/or reproductions upon request will be charged in accordance with City of New Port Richey’s fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

PROPRIETARY/RESTRICTIVE SPECIFICATIONS – Prospective proposers, who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Purchasing Division upon receipt of this Request for Proposals and prior to proposal opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Request for Proposals.

VENDOR ASSISTANCE WITH SPECIFICATIONS – Any prospective proposer which assisted the City in developing or writing the specifications contained herein are requested to so note such on the proposal page of their proposal response.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION – By submission of this proposal, the Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:

- (a) The prices in this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and,
- (c) No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

SUBCONTRACTING – The Proposer will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of New Port Richey.

SUCCESSORS AND ASSIGNS – The City and the vendor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the vendor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the vendor.

EMPLOYEES OF THE CONTRACTOR – All work under this contract shall be performed in a professional and skillful manner. The City may require, in writing, that the contractor removes from this contract any employee the City deems incompetent, careless, or otherwise objectionable.

EMPLOYMENT OF FORMER CITY OF NEW PORT RICHEY EMPLOYEES BY ANY PERSON, BUSINESS, OR ORGANIZATION CONTRACTING WITH CITY OF NEW PORT RICHEY – It shall be a violation for any person, business or organization contracting with City of New Port Richey to employ in any capacity, any former City of New Port Richey employee or member of City of New Port Richey employee's immediate family within one year of that employee's separation from employment with the City, unless the employer or the former City employee files with the City Clerk, the City's Employment Disclosure Statement. The penalty for this violation may include disqualification of the proposal submission.

ALIEN WORKERS – City of New Port Richey does not award publicly funded Contracts to those who knowingly employ unauthorized alien workers in violation of section 274A of the Immigration and Naturalization Act. 8 United States Code §132a. Such employment deprives legal workers of job opportunities. Violation of section 274A shall be grounds for unilateral cancellation of the Contract, Agreement, Bid or Quote for purchase of services and goods by City of New Port Richey.

E-VERIFY – The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.

INSURANCE REQUIRED – Before execution of the contract by the City and commencement of the operations and/or services to be provided, and during the duration of the contract, the vendor shall file with the City current certificates of all required insurance on forms acceptable to the City, which shall include the following provisions:

1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City.
2. The Certificates shall clearly indicate that the vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City.

The vendor shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

Coverage Required – Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to City.

| <u>Coverage</u> | <u>Minimum Amounts and Limits</u> |
|---|---|
| (a) Worker's Compensation Employer's Liability | Statutory requirements at location of work \$ 100,000 each occurrence \$ 500,000 disease, aggregate \$ 100,000 disease, each employee |
| (b) Commercial General Liability | \$1,000,000 General Aggregate \$1,000,000 Products-Comp. Ops Agg \$ 500,000 Each Occurrence \$ 100,000 Fire Damage \$ 5,000 Medical Expense |
| (c) Automobile Liability (owned, hired and non-owned) Option of Split Limits: (1.) Bodily Injury \$1,000,000 per Accident (2.) Property Damage | \$1,000,000 Combined Single Limit \$ 500,000 per Person \$ 500,000 |
| (d) Professional Liability (when applicable) | \$1,000,000 per claim \$1,000,000 annual aggregate |

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to City of New Port Richey and shall include City of New Port Richey its officers and employees, as additional insured's, as regards to liability arising out of Contractor's performance of the work or the work performed by others on behalf of Contractor under this Contract. The insurance afforded to the City shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Contract with the City, Contractor shall furnish City with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall include the following language: City of New Port Richey as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, The contractor or vendor may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days

prior written notice has been given to the City, except that in the event of cancellation for nonpayment of premium the City shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the described policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30 day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute."

The City will not maintain any insurance on behalf of Contractor covering loss or damage to the work or to any other property of Contractor.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract.

Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the City.

Notices, in original and one copy, of cancellation, termination and alteration of such policies shall also be provided to the agent of the City.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

SECTION 3 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY – All offers proposed in this RFP must remain firm for a period of ninety (90) days from the RFP opening date.

TERM OF CONTRACT – The contract shall be effective for the period to begin based on the date of the executed contract and continuing through a maximum two (2) year period, or when the Consultant completes to the satisfaction of the City all requirements under the contract or terminated in accordance with the provisions of the contract.

ADDITION/DELETION – City of New Port Richey reserves the right to add or delete any items from this proposal or resulting contract(s) when deemed to be in the best interest of the City. When adding items, the awarded consultant shall provide a fixed price for each item, for review by City of New Port Richey Purchasing Office. The City has the sole option to consider adding or deleting any item from the contract. Any additions will be included into the contract for the remainder of the contract term.

PAYMENT – Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice to:

City of New Port Richey
Attn: Lisa Algieri
5919 Main Street
New Port Richey, FL 34652

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

SECTION 4 – PROPOSAL SUBMITTAL & REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluation of the proposal. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal Specifications:

- One (1) Original Document – shall have original signatures and be clearly noted as ORIGINAL on the outer cover. Double-sided printing is encouraged whenever appropriate for the submittal.
- One (1) Complete Electronic Copy of Original Document – one (1) thumb/jump drive shall be provided which includes all required documents, and as a single .pdf document. When required, financial information must be sent separately in a sealed envelope and marked “NOT PUBLIC RECORD” and excluded from your electronic proposal.
- Three (3) Copies of ORIGINAL Document – shall be clearly noted as COPY on the outer cover.
- Page Limit – None, if not otherwise specified herein this document.
- Binding – It is preferred that all submittals be submitted using comb binders or 3-ring binders that shall be neat and appropriate for the document’s thickness.

The following documents and forms must accompany each offer or alternate offer submitted in the order identified below. A submittal returned without these documents may deem the offer non-responsive. City of New Port Richey reserves the right to request additional information from any vendor prior to award.

Cover Page: Provide a general introductory statement and table of contents.

TAB 1 – Firm's Background, Size and Location: Provide a description of Proposers' background and size. Identify the office location which will be primarily responsible for this proposed project and the office location of the staff that will be assigned to this proposed project if different. Include the year established. Provide proof of any licensing or certification required by law to perform the services, if applicable.

TAB 2 – Project Understanding and Approach: This section should include a narrative necessary to show that the Proposer has an understanding of the scope and objectives to be performed in this project. The Proposer should describe the approach to the provision of services as required herein and the specific work plan to be employed to implement it. Indicate how this project will fit into the total workload of the Consultant during the project period.

TAB 3 – Experience and Ability: Proposer shall clearly demonstrate experience and ability. The response shall specifically indicate the firm's current and historical expertise in providing Consultant Services identified in the RFP.

TAB 4 – Principal of the Proposer and Other Key Personnel: Identify each principal of the firm and other key personnel who will be professionally associated with the City. All responses shall include resumes of each individual who will be providing the services under any resulting contract, as well as written descriptions of the individual's experience. Do not include personnel that will not have a key role in providing services. Describe their respective areas of expertise.

For each identified person, provide the following:

- Full Name & Title
- Professional Credentials
- Area of Expertise, Individual's Roles and Duties in Providing Services
- Office Address
- Email Address
- Telephone Number
- Personalized Resumes which Identify the Qualifications, Training and Experience of each Key Personnel.

TAB 5 – Fee Proposal: Provide a fee proposal including direct and indirect costs and expenses.

As part of the fee proposal, list each person that may perform services and their title, the proposed rate or blended hourly rate proposed, and the level of involvement anticipated for each component. Include any additional items that you foresee being needed during the performance of this project.

TAB 6 – References: Provide three (3) recent references concerning your firm's performance on comparable projects. Indicate the project name, a brief description of the project and the name, title, telephone number and email address of a reference who is knowledgeable about the project and who may be contacted by the City.

TAB 7 – Additional Information: Submit any other additional information that would assist the City in the evaluation of your proposal.

TAB 8 – Required Forms: Include all required City of New Port Richey forms. FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- **Form 7.1** Proposal Submittal Checklist
- **Form 7.2** Proposer's Certification
- **Form 7.3** Drug Free Workplace
- **Form 7.4** Sworn Statement on Public Entity Crimes
- **Form 7.5** Affidavit of Non-Collusion and of Non-Interest of City of New Port Richey Employee
- **Form 7.6** Vendor Information and W-9 Form

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

SECTION 5 – EVALUATION OF PROPOSALS

A selection committee will review all submittals and make a recommendation to the City of New Port Richey City Council based upon the firm’s responses to the proposal and demonstration of qualifications and abilities to perform the required tasks. A selected group of firms may be required to make an oral presentation to the Selection Committee, providing an opportunity for the firms to clarify the information provided in their proposal.

The City reserves the right to make selections based on the submittals only or to request presentations before determining the final ranking. The criteria listed herein will be used in the evaluation process to determine the respondents selected to short-list. If only one (1) submittal is received, it will be reviewed, and subject to acceptance/negotiation by the City and Department of Economic Opportunity (DEO).

CRITERIA

- **FIRM QUALIFICATIONS/EXPERIENCE.....20 points**
Experience of company in serving similar projects
Relevant references
Ability to perform in a timely manner
- **PERSONNEL QUALIFICATIONS/EXPERIENCE.....20 points**
Availability and experience of assigned staff
- **METHODOLOGY AND PROJECT APPROACH.....40 points**
Proven understanding of services required
Presented detailed services to be provided and method to provide
Ability to provide full service capabilities
- **FEE PROPOSAL.....20 points**
Cost of proposed services

EVALUATION SCHEDULE: The following schedule is the PROPOSED schedule for evaluations. *The City reserves the right to alter dates as needed.*

Evaluation Committee Meeting Week of September 20, 2021
Shortlisted Firms Presentations/Discussions (if required) TBD

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

SECTION 6 – SCOPE OF WORK/ SPECIFICATION REQUIREMENTS

City of New Port Richey has been awarded a Florida Small Cities CDBG grant contract #22DB-OP-08-61-02 in the Housing Rehabilitation category in the amount of \$750,000.00 by the Florida Department of Economic Opportunity (DEO). This is a 30-month agreement expiring on January 31, 2024.

City of New Port Richey is requesting proposals from individuals or firms interested in providing program administration services related to the above referenced CDBG grant. Additional services may be requested of the selected consultant on an ongoing basis to research, make application for funding and manage awarded projects from other public grant or loan sources at the discretion of the City of New Port Richey.

City of New Port Richey intends to use funds to repair or replace substandard single family homes owned and occupied by low and moderate-income (up to 80% of area median income) residents in incorporated City of New Port Richey. The grant budget is as follows: Housing Rehab \$665,500; Temporary Relocation \$22,000; Administration \$112,500.

General Requirements

Grant Administration Services (Consultant) will provide the following services, including, but not be limited to:

1. Reviewing existing policies to insure grant compliance and revise as required;
2. Developing new policies that are required as part of the grant contracting process;
3. Preparing environmental review(s);
4. Coordination with all funding agencies and agency contact(s);
5. Prepare draw down request of program funds;
6. Tracking and managing program funds in compliance with program guidelines and acceptable accounting practices;
7. Providing all required reports and technical assistance;
8. Coordinating and attending all DEO monitoring visits;
9. Preparing all desktop monitoring packages for review and approval prior to submission to DEO;
10. Preparing closeout package; insuring all federal and state record-keeping requirements are met;
11. Reviewing change orders and pay requests for compliance with grant requirements;
12. Attendance at all pre-bid and pre-construction;
13. Tracking contractors on the federal disbarred list as well as all state approved WBE/MBE firms and section 3 participation;
14. Procurement and contracting for all services shall conform to CDBG guidelines as well as the state and federal regulation including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG requirements.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

SECTION 7 – REQUIRED FORMS

7.1 – PROPOSAL SUBMITTAL CHECKLIST

- _____ Form 7.2 – Proposer’s Certification
- _____ Form 7.3 – Drug-Free Workplace Certificate
- _____ Form 7.4 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes (BS-2)
- _____ Form 7.5 – Affidavit of Non-Collusion
- _____ Form 7.6 – Vendor Information Form
- _____ W-9 Form
- _____ Submission of one (1) original marked “ORIGINAL”, six (6) identical paper copies, and one (1) electronic copy in pdf format on USB

How did you hear about this solicitation?

| | | | |
|-----------------|-------|-----------|------------------|
| City Website Pu | _____ | Email | _____ |
| | _____ | Newspaper | _____ |
| | | Other | _____ |
| | | | (please specify) |

BY: _____
Proposer

Authorized Signature

Date

This document must be completed and returned with your Submittal

7.2 – PROPOSER’S CERTIFICATION

PROPOSER’S NAME: _____

PROPOSAL NUMBER: **21-014**

PROPOSAL TITLE: **CDBG Grant Administration Services**

SUBMITTALS DUE: **September 16, 2021**

TIME: **4:00 P.M., Local Time**

City Clerk
City of New Port Richey
5919 Main Street
New Port Richey, FL 34652

I have carefully examined the Request for Proposals (RFP) including Instructions to Proposers, Terms and Conditions, Special Conditions, Proposal Submittal and Requirements, Evaluation of Proposals, Scope of Work and/or Specifications, Required Forms, and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFP at the prices provided in this submission. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to the evaluate, negotiate and award the proposal. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in the proposal submittal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Port Richey or of any other Company interested in said RFP; and that the undersigned executed this Proposer’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the Scope of Work and/or Specifications for the designated services and understanding all the Terms and Conditions, including the Special Conditions, for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal submission.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

This document must be completed and returned with your Submittal

CONTINUED: 7.2 – PROPOSER’S CERTIFICATION

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements as described in this Request for Proposals. The undersigned further declares that the work will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the submission non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE REQUEST FOR PROPOSALS IS SUBMITTED:

Please check one: I take NO exceptions. Exceptions:

Company Name: _____

Contact Person / Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Federal Identification Number: _____

Authorized Signature: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

My Commission Expires: _____

Commission # _____

This document must be completed and returned with your Submittal

7.3 – DRUG FREE WORKPLACE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,
(print or type name of firm) _____

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- “As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

(Authorized Signature)

(Date)

(Print Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

My Commission Expires: _____

Commission # _____

This document must be completed and returned with your Submittal

7.4 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.

2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

(Authorized Signature) (Date)

(Print Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

My Commission Expires: _____ Commission # _____

This document must be completed and returned with your Submittal

7.5 – AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF CITY OF NEW PORT RICHEY EMPLOYEES

_____,* being first duly sworn, deposes and says that he (it) is the Offeror in the above proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the City of New Port Richey or of any other Offeror is interested in said proposal; and that affiant makes the above proposal with no past or present collusion with any other person, firm or corporation.

(Authorized Signature)

(Date)

(Print Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

My Commission Expires: _____

Commission # _____

*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.

This document must be completed and returned with your Submittal

7.6 – VENDOR INFORMATION

(Please attach a current W9 Form)

Name of Individual or Business Name:

Parent Company Name (if different than above):

Taxpayer Identification Number (TIN): _____

Vendor is:

() Corporation

() Partnership

() Sole Proprietorship

() Other _____ (Explain)

Permanent Residence/Corporate Office Address:

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Payment Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Purchase Order Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Current W-9 Attached? Yes ___

This document must be completed and returned with your Submittal

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|---|---|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate | |
| | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ | |
| | <input type="checkbox"/> Other (see instructions) ▶ | |
| Address (number, street, and apt. or suite no.) | | Requester's name and address (optional) |
| City, state, and ZIP code | | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number | | | | | | | | | |
|------------------------|--|--|--|---|--|--|---|--|--|
| | | | | - | | | - | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number | | | | | | | | | |
|--------------------------------|--|--|--|---|--|--|--|--|--|
| | | | | - | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.