



**REQUEST FOR PROPOSAL (RFP)**

**RFP #2018CNA**

**COMMUNITY NEEDS ASSESSMENT**

**US Department of Housing & Urban Development (HUD)  
Community Development Block Grant (CDBG)**

**RFP Release Date: Friday, March 9, 2018**

**Proposal Due Date: 5:00 p.m. on Friday, March 30, 2018**

**It is the responsibility of the applicant to ensure application(s) arrive  
via email prior to the due date and time.**

**Applications received after 5:00 p.m. will be returned  
to the applicant and will not be considered.**

Submit Proposals to:

Jeannie Sutton, [jsutton@leegov.com](mailto:jsutton@leegov.com)

Lee County Human and Veteran Services

2440 Thompson Street, Fort Myers, FL 33901  
(239) 533-7958

This Document can be made available in alternative accessible formats upon request.



**Notice to Contractor / Vendor / Proposer(s)  
RFP#2018CNA Community Needs Assessment**

**REQUEST FOR PROPOSAL (RFP)**

Lee County, Florida, is requesting proposals from qualified individuals/firms for  
**Community Needs Assessment**

Those individuals/firms interested in being considered for the Community Needs Assessment are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

**5:00 PM Friday, March 30, 2018**

to **Jeannie Sutton** [jsutton@leegov.com](mailto:jsutton@leegov.com) of the department of **Human and Veteran Services, 2440 Thompson Street, Fort Myers, Florida 33901**. The Request for Proposal shall be received via email, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from <https://www.leegov.com/dhs/funding/rfp>. Vendors who obtain scope of services from sources other than <https://www.leegov.com/dhs/funding/rfp> are cautioned that the solicitation package may be incomplete. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

**A Non-Mandatory Pre-proposal Conference has been scheduled for the following time and location:**

3:00 PM March 22, 2018 via conference call  
Dial in #888-670-3525; Participant Code 4050548393

The pre-proposal conference call is for the purpose of discussing the proposed project. Prospective proposers are encouraged to participate in the call. All prospective proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any questions or concerns they have concerning this project.

# Request for Proposal Terms and Conditions

## 1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Human and Veteran Services. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

## 2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
  - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
  - 2.1.2. Lee County Procurement Management Division Policy and Ordinances
  - 2.1.3. Special Conditions and Supplemental Instructions
  - 2.1.4. Detailed Scope of Work
  - 2.1.5. These Terms and Conditions

## 3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
  - 3.1.1. Lee County Procurement Policy Manual
  - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal, whichever is earlier.

- 3.1.3. Florida Statute 218 Public Bid Disclosure Act.
  - 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
  - 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
  - 3.2. **Local Business Tax:** If applicable, provide with proposal.
  - 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
4. RFP – PREPARATION OF PROPOSAL
- 4.1. Proposals must be sent via email.
  - 4.2. **Submission Format:**
    - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
    - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed.
    - 4.2.3. Should not contain links to other Web pages.
  - 4.3. **Preparation Cost:**
    - 4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.
5. RESPONSES RECEIVED LATE
- 5.1. It shall be the proposer’s sole responsibility to deliver the proposal submission to the Lee County Human and Veteran Services prior to or on the time and date stated.
  - 5.2. Any proposals received after the stated time and date will not be considered.
  - 5.3. The Lee County Human and Veteran Services shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet or delays caused by any other occurrence.
6. PROPOSER REQUIREMENTS (unless otherwise noted)
- 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.
    - 6.1.1. Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on the disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.
    - 6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.
    - 6.1.3. Any proposer or sub-proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the proposer or sub-proposer.
  - 6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.
7. PRE-SOLICITATION CONFERENCE
- 7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All

questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the staff noted on the first page of the solicitation document.

- 7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

## 8. COUNTY INTERPRETATION/ADDENDUMS

- 8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due**.
- 8.2. Response(s) will be in the form of an Addendum posted on <https://www.lee.gov/dhs/funding/rfp>. It is solely the proposer's responsibility to check the website for information.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

## 9. QUALITY GUARANTEE/WARRANTY (as applicable)

- 9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.

## 10. ADDITIONS, REVISIONS AND DELETIONS

- 10.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered.

## 11. NEGOTIATED ITEMS

- 11.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
- 11.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 11.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.

## 12. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 12.1. Errors/Omissions: Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.

### 13. CONFIDENTIALITY

- 13.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 13.2. If information is submitted with a proposal that is deemed “Confidential” the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, “Public Records,” exemptions.
- 13.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

### 14. CONFLICT OF INTEREST

- 14.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

- 14.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
- 14.3. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 14.4. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer’s firm or any of its branches.

### 15. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 15.1. Following Florida Statute Section 287.057(23), Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the staff designated from Lee County Human and Veteran Services. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**

### 16. DRUG FREE WORKPLACE

- 16.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

### 17. DISADVANTAGED BUSINESS ENTERPRISE (DBE’s)

- 17.1. The County encourages the use of Disadvantaged Business Enterprise Proposer(s) as defined and certified by the State of Florida Office of Supplier Diversity.
- 17.2. Bidder/Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines

regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

#### 18. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 18.1. The proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 18.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 18.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 18.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

#### 19. PROPOSER/SUB-PROPOSER/CONSULTANT/CONTRACTOR RELATIONSHIP

- 19.1. The prime proposer on a solicitation may not also be listed as a sub-proposer/consultant/contractor to another firm submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-proposers/consultant/contractor may be listed on multiple proposals for the same solicitation.

#### 20. SUB-PROPOSER/CONSULTANT

- 20.1. The use of sub-proposer/consultant under this solicitation is allowed.

#### 21. RFP - PROJECT GUIDELINES

- 21.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
  - 21.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
  - 21.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
  - 21.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
  - 21.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
  - 21.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.

#### 22. RFP – EVALUATION

- 22.1. **Ranking Method:** Lee County uses the Dense Ranking (1223” ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. This ranking method is used for each individual committee member’s scores. Thus if A

ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).

22.1.1. Each Ranking is derived by the individual committee member’s scores being totaled and then ranked with the highest “score” being “ranked” first with each following in the same manner. For example: a score of 100 would rank 1, a score of 75 would rank 2, and continue until all proposals have been ranked.

22.1.2. Upon completion of this method for each individual committee member the individual rankings are then totaled for an “Over-all Ranking.” During the Over-all Ranking process the lowest total would be deemed the highest ranked (1). Example: Proposer A individual rankings totaled 5 and Proposer B individual rankings totaled 7 making “Over-all Ranking” order as Proposer A ranked 1, Proposer B ranked 2.

22.1.3. In the event of a tie, please refer to the tiebreaker section of this solicitation.

## 22.2. **Evaluation Meeting(s):**

22.2.1. Evaluation will rank Proposers based on the scores from the selection criteria point values.

## 23. RFP – SELECTION PROCEDURE

23.1. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.

23.2. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.

23.3. Human and Veteran Services reserves the right to exercise their discretion to:

23.3.1. Make award(s) to one or multiple proposers.

23.3.2. Waive minor informalities in any response;

23.3.3. Reject any and all proposals with or without cause;

23.3.4. Accept the response that in its judgment will be in the best interest of Lee County

## 24. RFP – TIEBREAKER

24.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.

24.1.1. Step 1: The proposer that has the highest number of 1<sup>st</sup> place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2<sup>nd</sup>, place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3<sup>rd</sup>, then 4<sup>th</sup>, then 5<sup>th</sup>, etc. rank, will be counted until the tie is broken.

24.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.

24.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.

24.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1<sup>st</sup> place proposer shall be determined by the flip of a coin.

24.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

24.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

## 25. RFP – EVALUATION/ SELECTION COMMITTEE

25.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments.

25.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most



qualified and suited for this project. If applicable, the Selection Committee may choose to short-list Proposers/Firms to be interviewed to determine final selection.

## 26. WITHDRAWAL OF PROPOSAL

- 26.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to Human and Veteran Services, who will approve or disapprove the request.
- 26.2. A proposer may withdraw a proposal any time prior to the evaluation committee meeting.
- 26.3. Prior to award of the contract, Human and Veteran Services may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:
  - 26.3.1. The proposer acted in good faith in submitting the proposal,
  - 26.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
  - 26.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
  - 26.3.4. The mistake was discovered and was communicated to the County prior to having formally awarded the contract/agreement.

## 27. PROTEST RIGHTS

- 27.1. Any proposer that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.  
 In order to preserve your right to protest, you must file a written protest via email, fax, or mail a written protest to Lee County Neighborhood Building Program Manager **by 5:00 PM on the 3<sup>rd</sup> working day after the delivery of the notice about the decision.**  
 Lee County Human and Veteran Services, 2440 Thompson Street  
 Fort Myers, FL 33901 Fax: (239) 533-7960 Attn: Neighborhood Building Program Manager
  - 27.1.1. The notice must clearly state the basis and reasons for the protest.
  - 27.1.2. The notice must be physically received by the Lee County Neighborhood Building Program Manager within the required time frame. No additional time is granted for mailing.
- 27.2. **Failure to follow the protest procedures requirement within the timeframes as prescribed herein and, shall constitute a waiver of your protest and any resulting claims.**

## 28. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 28.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

## 29. CONTRACT ADMINISTRATION

- 29.1. **Designated Contact:**
  - 29.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 29.2. **RFP – Term:**
  - 29.2.1. The anticipated duration of the agreement will be approximately six (6) months, with the term tentatively April 30, 2018 to November 1, 2018.
  - 29.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
  - 29.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds. Funding for this contract

is Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds.

29.3. **RFP – Basis of Award:**

29.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.

29.4. **Agreement/Contract:**

29.5. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document is attached as Exhibit 1.

29.5.1. Retention: The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of eight years after final payment.

29.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:

29.5.2.1. Keep and maintain public records required by the County to perform the service.

29.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.

29.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

29.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

29.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**

29.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement.

29.6. **Termination:**

29.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **seventy-two (72) hours advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the proposer, and no such termination notice submitted by the vendor

shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

30. WAIVER OF CLAIMS

30.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

31. INSURANCE (AS APPLICABLE)

31.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.

31.2. **Insurance Guide:**



**Major Insurance Requirements  
with Professional Liability**

***Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor’s interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.***

**a. Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

**b. Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

- \$1,000,000 combined single limit (CSL)

**c. Workers’ Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers’ Compensation exemptions may be accepted with written proof of the State of Florida’s approval of such exemption. Employers’ liability will have minimum limits of:

- \$500,000 per accident
- \$500,000 disease limit
- \$500,000 disease – policy limit

**d. Errors and Omissions** - Coverage shall include professional liability insurance to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.  
\$1,000,000 combined single limit of bodily injury and property damage

*\*The required minimum limit of liability shown in a., b., and c. may be provided in the form of “Excess Insurance” or “Commercial Umbrella Policies,” in which case, a “Following Form Endorsement” will be required on the “Excess Insurance Policy” or “Commercial Umbrella Policy.”*

**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

**a. The certificate holder shall read as follows:**

**Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902**

**b. “Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.**

**Special Requirements:**

1. An appropriate “Indemnification” clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide section

**32. SPECIAL CONDITIONS**

These are conditions that are in relation to this solicitation only and have not been included in the County’s standard Terms and Conditions or the Scope of Work.

1. Funding is through U.S. Department of Housing and Urban Development Community Development Block Grant and all applicable federal regulations must be followed.

**LEE COUNTY, FLORIDA**

**DETAILED SPECIFICATIONS FOR**

**RFP #2018CNA**

**Community Needs Assessment**

**1. GENERAL SCOPE OF PROJECT**

The selected contractor will be responsible for the coordination of a fully completed Community Needs Assessment, to include:

**1.1. Data Gathering**

Pursuant to the Community Development Block Grant (CDBG) consolidated planning standards, and Community Services Block Grant (CSBG) program standards, data must be obtained from multiple sources including, but is not limited to, the census, Lee County School District, local colleges, Lee County Health Department, workforce development board, Lee County staff, community-based organizations, faith-based organizations, private sector, public sector, low- and moderate- income households, and educational institutions through community forums, focus group meetings, and online or telephone surveys. Human and veteran services staff will identify key informants, and selected contractor shall conduct interviews, focus groups, and/or surveys to contextualize research findings.

**1.2. Data Analysis**

1.2.1 An analysis of information collected directly from low income individuals, staff, and community stakeholders to assess needs and resources;

1.2.2 Collection and analysis of both qualitative and quantitative data, including, but not limited to the services and factors listed in Exhibit 2;

**1.3. Reporting**

Findings shall be reported in a final document that includes specific data and analysis in addition to the following:

1.3.1. An executive summary;

1.3.2. An in-depth explanation on the impact of poverty and its effect on the residents of Lee County, preferentially broken down by neighborhood or census tract; collection of current data specific to poverty and its prevalence related to gender, age, disability and race/ethnicity;

1.3.3. Description of key findings and the needs within each service areas assessed;

1.3.4. An analysis of the County's success in meeting the needs and priorities of Lee County residents;

1.3.4.1. Develop an asset map of existing community services in the County along with a detailed description of those services. Project findings, including an analysis of the match of demographics and current services received by Lee County residents. Additionally, identify other non-local community services providers and the specific types of services delivered within the County.

1.3.5. Analysis of needs within the following jurisdictions: Lee County, City of Fort Myers, City of Cape Coral, City of Bonita Springs, Town of Fort Myers Beach, City of Sanibel;

1.3.5.1. The analysis should determine services that are needed (and not currently provided) in the County and future trends (short-and-long term) and community service needs. The gap analysis should prioritize community services the County should address as a result of research.

1.3.6. Formatted tables and charts illustrating major points;

1.3.7. Policy recommendations as a result of the research, short-and-long term trends and analysis;

1.3.8. Conclusions.

**2. PROJECT OBJECTIVE**

2.1. In selecting a proposer the County will place emphasis on the experience of the proposer and its assigned personnel in providing products and/or services on projects of similar nature and size.

2.1.1. Provide and maintain adequate staff to oversee and manage the projects;

2.1.2. Successfully complete the project within the approved schedule;

2.1.3. Comply with the contract documents and its general conditions.

### 3. PROJECT TERM

3.1. Single project: from the notice to proceed or the purchase order date, whichever applies: approximately six months to substantial completion.

### 4. REQUEST FOR PROPOSAL PROCESS

4.1. This RFP seeks the submission of proposals to provide services from any and all interested and qualified contractors. The County seeks, by way of this RFP, to obtain the listed services in a manner that maximizes the quality of services while also maximizing value to the County, by extension, the citizens of the County.

4.2. Contractor must be able to show they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering similar services in other counties of comparable population size, and the local availability of the contractor's personnel.

#### 4.3. Award of contract

The selection of a contract will be memorialized in the form of a County agreement (see Exhibit 1 – sample of Standard County Agreement Template with Contractor), authorized by Lee County Human and Veteran Services.

4.3.1. Prior to executing a County agreement, contractors must complete a Lee County vendor application: <https://www.leegov.com/procurement/do-business-with-lee-county>.

4.3.2. Once a consultant is selected, the agreement with that contractor must still be negotiated with the County and submitted to the Lee County Human and Veteran Services for signature, and there is no contractual agreement between the selected provider unless and until Lee County Human and Veteran Services accepts and signs the agreement.

### 5. SUBMITTAL REQUIREMENTS

5.1. Interested contractors shall include the following information in their submittal responses to this solicitation. Format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration.

5.1.2. Proposers shall submit one response electronically to Jeannie Sutton, Grants Coordinator, Lee County Human and Veteran Services, at [jsutton@leegov.com](mailto:jsutton@leegov.com).

5.1.3. Use 8 ½ x 11 page size with minimum font size of 10 points and with sections clearly labeled to separate as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.

5.1.3. Submittal package should have divided sections so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Human and Veteran Services, substantially unreliable their proposal may be rejected.

5.2. Proposals must include the following:

5.2.1. Cover Page: Introduction  
Project RFP Number & Name  
Firm's Name & Address  
Firm's Contact Person & Information (phone, fax and email address)  
How many years has the Firm been in business under present name?  
Under what other former names has your organization operated?

5.2.2. Section 1: Qualifications of Firm

Description of experience, expertise, and qualifications in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, etc.

5.2.3. Section 2: Company Relevant Experience & Reference

5.2.3.1. Provide details of a minimum of three (3) projects similar in scope and size to that being requested through this solicitation that your Firm has completed within the last 5 years. Projects and associated references are strongly desired and requested to be from other

municipal/governmental agencies and should contain point of contact information sufficient to complete a reference check.

5.2.3.1.2. Details for each project example provided should include:

- Project name and address
- Customer name and customer contact information
- Point of contact name, phone, and email
- Brief description of work provided
- Initial costs of work
- Final costs of work
- Total completion time (From Notice to Proceed to Final Invoice payment)

5.2.3.2. Provide a statement of understanding that your firm recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

5.2.4. Section 3: Plan of Approach

5.2.4.1. Provide a detailed Plan of Approach that explains schedule for the project, including project stages, milestones, and payments. How your firm intends to comply with and meet the anticipated deliverables, as detailed within this solicitation. Details should include how your Firm expects to handle any regulations or requirement imposed by HUD CDBG, the funding source.

5.2.5. Section 4: Personnel

5.2.5.1. Provide a detailed description of the firm's specific project management team that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Plan of Approach and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.

5.2.5.2. Firm must identify staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Contractor with respect to directing, coordinating and administering all aspects of the services to be provided and performed.

5.2.5.3. Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.

5.2.5.4. Provide a list of personnel on the project team including their professional experience and role.

5.2.5.5. Provide a list of any possible sub-contractors or sub-consultants identifying their roles.

5.2.6. Section 5: Budget

5.2.6.1. Provide a budget for the project detailing a work plan and breakdown of fees for professional services, administrative services, and hours.

5.2.7. Section 6: Required Forms (page 17)

5.2.7.1. Solicitation Response Form

5.2.7.2. Affidavit Certification Immigration Laws

5.2.7.3. Negligence or Breach of Contract Disclosure Form

5.2.7.4. Public Entity Crimes Form

## 6. EVALUATION CRITERIA

6.1. The County will select the individual or firm that submits the most responsive and responsible proposal. Selection will be based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost. Responses to this RFP will be evaluated based on the following criteria:

## 7. SCORING CRITERIA &amp; WEIGHT

Criteria	Criteria Description	Max. Points Available
1	Section 1: Qualifications of Firm	20
2	Section 2: Company Relevant Experience & Reference	20
3	Section 3: Plan of Approach	25
4	Section 4: Personnel	20
5	Section 5: Budget	15
Total Points		100
*Additional details and documents found within submittal package, although not located within sections as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

## 8. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, March 9, 2018	N/A
Questions Submitted to County	Wednesday, March 21, 2018	5:00 PM
Bidders Conference-Call Info: Dial in #888-670-3525; Participant Code 4050548393	Thursday, March 22, 2018	3:00 PM to 4:00 PM
Release Responses to Questions	Friday, March 23, 2018	Prior to 5:00 PM
Submission Deadline	Friday, March 30, 2018	5:00 PM
Proposal Evaluation Scoring/Selection Meeting	Friday, April 6, 2018	TBD
Execute Contractor Agreement/Project Start Estimated	Monday, April 30, 2018	N/A



## REQUIRED FORMS

### REQUEST FOR PROPOSAL (NON-CCNA)

These forms are required and should be submitted with all proposals. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked “N/A or Not Applicable” across the form in large letters and returned with your submission package.

**Note:** Include additional copies, if specified, in the Solicitation documents.

<u>Form #</u>	<u>Title/Description</u>
---------------	--------------------------

1	<i>Solicitation Response Form</i>
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All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference. Verify that all addenda and tax identification number have been provided.

2	<i>Affidavit Certification Immigration Laws</i>
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Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.

3	<i>Negligence or Breach of Contract Disclosure Form</i>
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The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation, enter “None” in the first “type of incident” block** of the form. Please do not write N/A on this form.

4	<i>Public Entity Crimes Form (Required form)</i>
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Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: \_\_\_\_\_ Deadline Date: [Click here to enter a date.](#)

SOLICITATION IDENTIFICATION: [Click here to enter text.](#)

SOLICITATION NAME: [Click here to enter text.](#)

COMPANY NAME: \_\_\_\_\_

NAME & TITLE: (TYPED OR PRINTED) \_\_\_\_\_

BUSINESS ADDRESS: (PHYSICAL \_\_\_\_\_

CORPORATE OR MAILING ADDRESS: \_\_\_\_\_

SAME AS PHYSICAL

**ADDRESS MUST MATCH SUNBIZ.ORG** \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_
No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

Tax Payer Identification Number: \_\_\_\_\_

(1) Employer Identification Number -OR- (2) Social Security Number:

\*\* Lee County collects your social security number for tax reporting purposes only

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

1 Collusion Statement: Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 Scrutinized Companies Certification: Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL§. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL§, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs.

**Form#1 – Solicitation Form, Page 2**

**3 Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL§, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

**If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.**

Business Relationship Applicable (request form)

Business Relationship NOT Applicable

**4 Disadvantaged Business Enterprise (DBE) proposer? If yes, please attach a current certificate.**  Yes  No

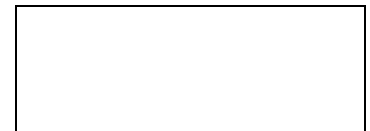
**ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER. WITNESSED AND SEALED (IF APPLICABLE)**

\_\_\_\_\_  
Company Name (Name printed or typed)

\_\_\_\_\_  
Authorized Representative Name (printed or typed)

\_\_\_\_\_  
Authorized Representative's Title (printed or typed)

\_\_\_\_\_  
Authorized Representative's Signature



(Affix Corporate Seal, if applicable)

\_\_\_\_\_  
Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

\_\_\_\_\_  
Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

### Detail by Entity Name

#### Florida Profit Corporation

Bill's Widget Corporation

#### Filing Information

Document Number 655555  
 FE/EIN Number 5111111111  
 Date Filed 09/22/1980  
 State FL  
 Status ACTIVE  
 Last Event AMENDED AND RESTATED ARTICLES  
 Event Date Filed 07/25/2006  
 Event Effective Date NONE

#### Principal Address

555 N Main Street  
 Your Town, USA 99999  
 Changed 02/11/2012

Verify either Principal or Mailing address is on Form 1

#### Mailing Address

555 N Main Street  
 MYour Town, USA 99999  
 Changed 02/11/2012

#### Registered Agent Name & Address

My Registered Agent  
 111 Registration Road  
 Registration, USA 99999  
 Name Changed: 12/14/2006  
 Address Changed: 12/14/2006

#### Officer/Director Detail

##### Name & Address

Title P  
 President, First  
 555 AVENUE  
 Anytown, USA 99999  
 Title V  
 President, Second  
 555 AVENUE  
 Anytown, USA 99999

##### IMPORTANT:

For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018

Form 2 – Affidavit Certification of Immigration Laws



**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: RFP#2018CNA SOLICITATION NAME: Community Needs Assessment

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

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

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

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

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_ who has produced  
(Print or Type Name)  
\_\_\_\_\_ as identification.  
(Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**



**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT  
DISCLOSURE FORM**

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

**Company Name:** \_\_\_\_\_

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write "NONE" in the first "Type of Incident" box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: \_\_\_\_\_ Of \_\_\_\_\_ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

**Form 4: Public Entity Crime Form**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to \_\_\_\_\_  
(Print name of the public entity)

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

(If applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
1. A predecessor or successor of a person convicted of a public entity crime:  
or:  
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

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

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

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

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



**VENDOR AGREEMENT BETWEEN  
LEE COUNTY HUMAN AND VETERAN SERVICES  
AND VENDOR NAME**

THIS AGREEMENT, between **Lee County Human and Veteran Services**, herein after referred to as “COUNTY”, and **Vendor Name**, herein after referred to as “CONSULTANT”, is **effective Start Date through End Date**.

WHEREAS, Lee County, as a grantee of federal and state funding sources, is required to conduct a comprehensive assessment of community needs. The COUNTY ensures compliance with these requirements through the CONSULTANT according to this agreement.

WHEREAS, the CONSULTANT agrees to comply with all requirements of Community Development Block Grant (CDBG) and to accept responsibility for such compliance by COUNTY to which it makes grant funds available. All requirements and conditions as described in **ATTACHMENT A: Community Development Block Grant Program Guidelines** must be followed;

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICES: TITLE OF PROGRAM/PROJECT  
Specific program/project details

B. BUDGET, PAYMENT, AND RECORDS

1. Funding for this Agreement in the amount of **Budget Amount** is through U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) entitlement allocation for Lee County, Florida. COUNTY will make progress payments to CONSULTANT and the CONSULTANT agrees to accept as full compensation the total amount not to exceed **Budget Amount**.
2. The CONSULTANT must submit an itemized invoice and **Payment Request** and **Description of Progress** to COUNTY, due twenty (20) days after the completion of each stage of work. The final Payment Request is due by **Date**. All payments will be for services rendered during the Agreement term. Copies of supporting documentation may be required as part of the Payment Request for review of grant compliance and before payment will be authorized by COUNTY. Payment will be made after review and authorization of a correct and complete invoice and applicable backup documentation. Eligible expenses are defined as uncompensated expenses incurred during the term of the Agreement. The Payment Request may be submitted via email, and must contain an authorized signature. Processing of Payment Requests is also subject to requirements and conditions as outlined in **ATTACHMENT A: Community Development Block Grant Program Guidelines**.
3. The CONSULTANT will rectify all noted deficiencies within the specified period indicated in the report or provide COUNTY with a reasonable and acceptable justification for not correcting the noted shortcomings. The CONSULTANT’S failure to correct or justify the deficiencies within the time specified by COUNTY may result in the withholding of payments, being deemed in breach or default, or termination of this Agreement.
4. CONSULTANT must maintain all records required by COUNTY as required by HUD during the term of this Agreement and for eight (8) years from the date of Agreement expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the retention period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

CONSULTANT specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:

- a. keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

- b. provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 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 COUNTY, all public records in possession of CONSULTANT 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 COUNTY in a format that is compatible with the information technology system of the COUNTY.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**

**C. TERMINATION**

This Agreement shall be in effect from Start Date through End Date unless terminated as specified below.

- 1. Termination by COUNTY: The COUNTY may at any time and for any reason cancel this Agreement by giving seventy-two (72) hours written notice to the CONSULTANT by Certified Mail of such and specifying the effective date.
- 2. Termination by CONSULTANT: The CONSULTANT may cancel this Agreement at any time and for any reason by giving seventy-two (72) hours written notice to the COUNTY by Certified Mail and specifying the effective date. COUNTY'S obligation to make any payments under any provision of this Agreement shall cease on the effective date of termination.

**D. RISK MANAGEMENT**

- 1. Hold Harmless and Indemnity Clause: To the fullest extent permitted by applicable law, CONSULTANT shall protect, defend, indemnify, save and hold the COUNTY, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the CONSULTANT resulting from the CONSULTANT'S work as further described in this contract, which may arise in favor of any person or persons resulting from the CONSULTANT'S performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the COUNTY, its officials, commissioners, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, CONSULTANT hereby agrees to indemnify the COUNTY for all reasonable expenses and attorney's fees incurred by or imposed upon the COUNTY in connection therewith for any loss, damage, injury or other casualty. CONSULTANT additionally agrees that the COUNTY may employ an attorney of the COUNTY'S own selection to appear and defend any such action, on behalf of the COUNTY, at the expense of the CONSULTANT. The CONSULTANT further agrees to pay all reasonable expenses and attorney's fees incurred by the COUNTY in establishing the right to indemnity. The CONSULTANT further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Agreement. All individuals hired are employees of the CONSULTANT and not of the COUNTY.

## 2. Insurance Requirements: Professional Liability

The CONSULTANT agrees to secure and maintain the insurance coverage outlined below during the term of this Contract. The CONSULTANT agrees that this insurance requirement shall not relieve or limit CONSULTANT'S liability and that the COUNTY does not in any way represent that the insurance required is sufficient or adequate to protect the CONSULTANT'S interests or liabilities. The following are the required minimums the CONSULTANT must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.

It is the responsibility of the CONSULTANT to ensure that all sub-CONSULTANTS comply with the insurance requirements. Certificate(s) of Insurance naming Lee County Board of County Commissioners as Certificate Holder and additional insured will be attached to this contract as an exhibit. Name and address for Certificate Holder should be: Lee County Board of County Commissioners, P.O. Box 398, Fort Myers, FL 33902.

Certificate(s) must be provided for the following coverage's at the time of contract execution and upon policy renewal:

- a. Commercial General Liability– Coverage shall apply to premises and/or operations, products and completed operations, independent CONSULTANTS, contractual liability, and broad form property damage exposures with minimum limits of:
  - \$1,000,000 per occurrence
  - \$2,000,000 general aggregate
  - \$1,000,000 products and completed operations
  - \$1,000,000 personal and advertising injury
- b. Business Auto Liability– The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
  - \$1,000,000 combined single limit (CSL)
- c. Workers' Compensation– Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
  - \$500,000 per accident
  - \$500,000 disease limit
  - \$500,000 disease – policy limit
- d. Errors and Omissions – Coverage shall include professional liability insurance to cover claims arising out of negligent acts, errors or omission or professional advice or other professional services.
  - \$1,000,000 combined single limit of bodily injury and property damage

*\*The required minimum limit of liability shown in a., b., and c. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

## E. ADDITIONAL TERMS:

1. This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed that if any part of this Agreement is held to be invalid by a court of competent jurisdiction; such invalidity shall not affect the validity of any other parts of this Agreement.

2. Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between grantee and subcontractor, and subcontractor shall at all times remain an independent contractor with respect to the services performed under this Agreement.

3. CONSULTANT acknowledges that the funds provided under this Agreement are those given to COUNTY by HUD CDBG and that COUNTY can only disperse said funds to CONSULTANT as they are made available to COUNTY by HUD.
4. Various roles and responsibilities of CONSULTANT may be subcontracted. It is mutually agreed that any program component that is subcontracted by CONSULTANT must have a written contract upon execution of this contract. Provider must provide written notice to the COUNTY of all subcontractors as well as provide copies of all contracts entered into with subcontractors upon the COUNTY'S request. Procurement and/or bidding of subcontracted roles and responsibilities must be awarded on a fair and non-collusive basis and must be in compliance with all applicable Lee County, State of Florida, and/or Federal standards. The CONSULTANT shall not enter into a transaction with a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. For projects and services receiving federal funds, the CONSULTANT shall also not enter into a transaction with debarred, suspended, or ineligible contractors and participants included on the Federal Excluded Parties List. The CONSULTANT must ensure each subcontractor conforms to the terms and conditions of this contract and if applicable **ATTACHMENT A: Community Development Block Grant Program Guidelines**.
5. Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required in this Agreement. The CONSULTANT further agrees that no person having any such interest shall be employed or engaged for said performance. The CONSULTANT agrees that no employee, officer, agent of the CONSULTANT or its sub-recipients shall participate in the selection, award or administration of a contract if a conflict-of-interest, either real or implied, would be involved. The CONSULTANT or sub-recipient employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment of the CONSULTANT. Conflict-of-interest provisions described in 2 CFR 200 and all other established, applicable HUD regulations must be followed.
6. This Agreement may be amended by written consent of the parties to this Agreement. The COUNTY reserves the right to approve or deny all Agreement amendments. An approved amendment shall be documented on the Agreement amendment form and signed by both parties.
7. Notices required under this Agreement shall be made to the parties in writing and shall be delivered to:

CONSULTANT: Consultant Name and Address

COUNTY: Human and Veteran Services  
Lee County Board of County Commissioners  
2440 Thompson Street  
Fort Myers, FL 33901

The signatures of the two persons shown below are designated and authorized to sign payments requests, and other applicable documents:

\_\_\_\_\_  
Name (printed/typed)

OR

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

8. Continued performance by either party hereto, pursuant to the terms of this Agreement, after a default of any of the terms of this Agreement shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

IN WITNESS WHEREOF, CONSULTANT and COUNTY hereby agree to abide by all the terms and conditions, including all attachments, hereto of this Agreement

**CONSULTANT:**

Vendor Name

**COUNTY:**

Lee County

By: \_\_\_\_\_  
Signature – Principal or CEO

By: \_\_\_\_\_  
County Manager

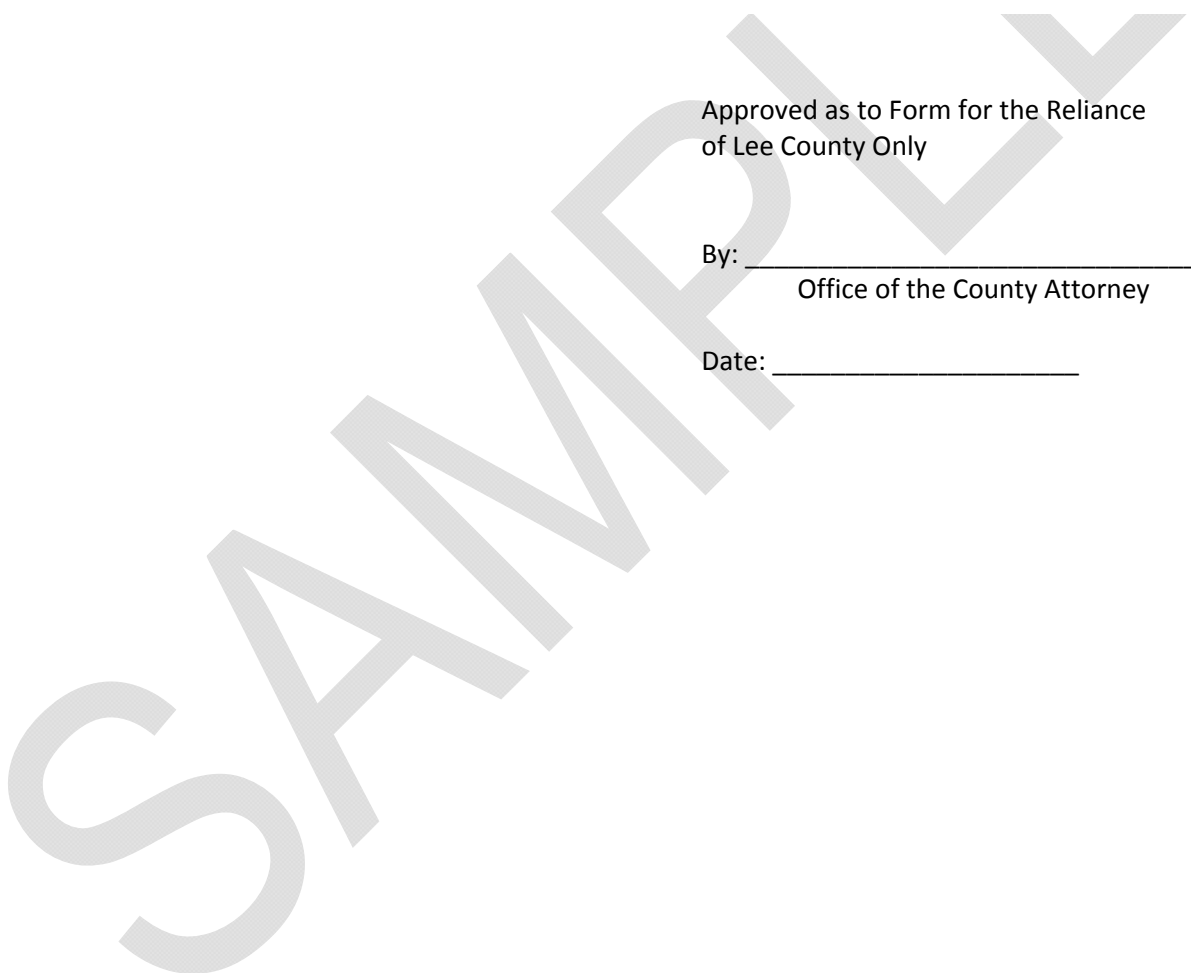
Date: \_\_\_\_\_

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

Approved as to Form for the Reliance  
of Lee County Only

By: \_\_\_\_\_  
Office of the County Attorney

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



ATTACHMENT A: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM GUIDELINES  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)  
CFDA # 14.218

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The CDBG program was authorized by the Housing and Community Development Act of 1974. The primary objective is the development of viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities. Projects must principally benefit persons of low to moderate income. All projects must address one of three national objectives:

1. Benefit lower income families, or
2. Aid in preventing or eliminating “slums and blight” or
3. Meet an “urgent need”

Regulatory guidance on the CDBG program is found at 24 CFR part 570, specifically in subparts C, J, and K and other Federal regulations found at 24 CFR parts 5 and 2 CFR 200 also apply.

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The **PROVIDER (SUBRECIPIENT)** shall comply with all federal laws and regulations described in the HUD regulations, 24 CFR Part 570, and other applicable Federal regulations, including 2 CFR 200. CDBG funds made available under this agreement shall be used to assist low and moderate-income families. This may be determined by individually qualifying households for eligibility or by the determination that the census block in which the project is located is a low income area. The method used to determine compliance will be at the discretion of Lee County.

**A. SUBCONTRACTS**

The **PROVIDER (SUBRECIPIENT)** shall insure that any County approved subcontracts let in the performance of this agreement shall be awarded on a fair and non-collusive basis. All provisions of this agreement shall be included and made part of any subcontract executed in the performance of this agreement. The **PROVIDER (SUBRECIPIENT)** shall not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List or, for contracts over \$35,000, a person or affiliate placed on the Florida Department of Management Services’ Convicted Vendor List. Verification of vendors can be found at:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

**B. PROCUREMENT**

1. The **PROVIDER (SUBRECIPIENT)** shall comply with current Lee County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property.
2. The **PROVIDER (SUBRECIPIENT)** shall procure all materials, property or services in accordance with the requirements of 2 CFR 200 Procurement Standards, and shall subsequently follow Property Management Standards in accordance to 2 CFR 200, covering utilization and disposal of property.
3. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

**C. DOCUMENTATION AND RECORD-KEEPING**

1. The **PROVIDER (SUBRECIPIENT)** shall maintain all records required by the Federal

## ATTACHMENT A

regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this agreement, including but not limited to:

- a. A full description of each activity undertaken and its eligibility criteria.
- b. Client data demonstrating client eligibility for services provided.
- c. Documentation of the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance. Properties retained shall continue to meet eligibility criteria and shall conform to the “changes in use” restrictions specified in 24 CFR Parts 570.503, as applicable.
- d. Compliance with fair housing and equal opportunity components of the CDBG program.
- e. Financial records as required by 24 CFR Part 570.502 and 2 CFR 200; and other records to comply with Subpart K of 24 CFR 570.

**D. RESTRICTIONS ON USE OF FUNDS**

The **PROVIDER (SUBRECIPIENT)** is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

1. HATCH ACT- The **PROVIDER (SUBRECIPIENT)** agrees that no funds provided, nor personnel employed under this agreement shall be in any way engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code. Employment Restrictions.
2. CONFLICT OF INTEREST - The **PROVIDER (SUBRECIPIENT)** agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants and certifies that it presently has no financial interest, and that no employee, agent, consultant, or officer will acquire any financial interest, which would conflict in any manner or degree with the performance of any service required under this agreement.
3. LOBBYING - The **PROVIDER (SUBRECIPIENT)** hereby certifies that no federal funds have or will be paid by, or on its behalf, to any person influencing or attempting to influence a member of Congress, or an officer or employee of any agency, or of an office of Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any non-Federal funds have been used for such influence, the **PROVIDER (SUBRECIPIENT)** shall submit a “Disclosure Form to Report Lobbying” in accordance with its instructions.
4. RELIGIOUS ORGANIZATION - The **PROVIDER (SUBRECIPIENT)** agrees that funds provided under this agreement to either a faith based organization or faith based program cannot be utilized for inherently religious activities, and must be utilized in accordance with the federal regulations specified in 24 CFR 570.200.

**E. ENVIRONMENTAL CONDITIONS**

The **PROVIDER (SUBRECIPIENT)** agrees to comply with any instructions or requests made by the County pursuant to the completion of any applicable environmental review, as well as the following regulations insofar as they apply to the performance of this agreement:

1. Clean Air Act, 42 U.S. C. 7401, et seq.
2. Federal Water Pollution Control Act as amended, 33 U.S.C. 1251, et seq., as amended.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
4. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards shall require flood insurance under the National Flood Insurance Program.
5. Lead-Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35 pertaining to all HUD assisted housing, which require that notice be provided that all properties

## ATTACHMENT A

constructed prior to 1978 may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken, and the advisability and availability of blood lead level screening for children under seven.

6. Historic Preservation under the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800.

**F. PROGRAM INCOME**

The **PROVIDER (SUBRECIPIENT)** shall report and remit to the grantee (Lee County) all program income as defined at 24 CFR 570.500 generated by activities carried out with CDBG funds at the end of the program year. Lee County will determine and utilize the program income in compliance with the requirements set forth at 24 CFR 570.504. Preference for use of the funds will be given to projects in the urban county's jurisdiction that remitted the program income, however due to the County's need to meet timeliness requirements, funds will be spent on eligible activities as determined necessary by the County.

**G. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT**

The **PROVIDER (SUBRECIPIENT)** agrees to comply with the following:

1. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR and 24 CFR 570.606;
2. Residential Anti-Displacement and Relocation Assistance Plan requirements of 24 CFR 570.606 under Section 104 of the Housing and Community Development Act; and
3. Optional relocation policies requirements of 570.606.

**H. CIVIL RIGHTS**

The **PROVIDER (SUBRECIPIENT)** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1964 as amended, Section 1104 and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1965, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

The **PROVIDER (SUBRECIPIENT)** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance, unless in areas allowable by the Civil Rights Act of 1964, as amended. The **PROVIDER (SUBRECIPIENT)** will take affirmative action to insure that all employment practices are free of such discrimination. The **PROVIDER (SUBRECIPIENT)** agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

LAND COVENANTS - This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.602 and 603. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the **PROVIDER (SUBRECIPIENT)** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **COUNTY (RECIPIENT)** and the United States are beneficiaries of and entitled to enforce such covenants. The **PROVIDER (SUBRECIPIENT)** in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.



## ATTACHMENT A

**SECTION 504** - The **PROVIDER (SUBRECIPIENT)** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program.

**AFFIRMATIVE ACTION** - The **PROVIDER (SUBRECIPIENT)** agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The **PROVIDER (SUBRECIPIENT)** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. The term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The **PROVIDER (SUBRECIPIENT)** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The **PROVIDER (SUBRECIPIENT)** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROVIDER (SUBRECIPIENT)**, state that it is an Equal Opportunity or Affirmative Action employer. The **PROVIDER (SUBRECIPIENT)** will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own **PROVIDER (SUBRECIPIENT)s** or subcontractors.

**DAVIS BACON ACT** - The **PROVIDER (SUBRECIPIENT)** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 276c), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards applicable to this agreement. The **PROVIDER (SUBRECIPIENT)** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

The **PROVIDER (SUBRECIPIENT)** shall cause or require to be inserted in full provisions meeting the requirements of 29 CFR 5.5. All contractors or subcontractors on contracts in excess of \$2,000 which involve the employment of mechanics or laborers shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR. Part 5). Contractors and subcontractors shall be required to submit weekly payroll certifications concerning compliance with the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act.

**SECTION 3 CLAUSE** - Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR 135 shall be a condition of the Federal financial assistance provided under this agreement and binding upon the **COUNTY (RECIPIENT)**, the **PROVIDER (SUBRECIPIENT)**, and any of the **PROVIDER (SUBRECIPIENT)s** and subcontractors. The **PROVIDER (SUBRECIPIENT)** certifies and agrees that no contractual or other impediment exists which would prevent compliance with these requirements. The **PROVIDER (SUBRECIPIENT)** further agrees to comply with these Section 3 requirements and to include the following language in subcontracts executed under this agreement:

*"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic*

## ATTACHMENT A

*opportunities for low and very low-income persons residing in the metropolitan area in which the project is located.”*

**I. CLOSEOUTS**

The **PROVIDER (SUBRECIPIENT)’S** obligation to the **COUNTY (RECIPIENT)** shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets, reporting of beneficiaries, or any other activities related to CDBG compliance.

REVERSION OF ASSETS Upon expiration of the contract, the **PROVIDER (SUBRECIPIENT)** shall transfer to the recipient any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the **PROVIDER (SUBRECIPIENT)’s** control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the sub recipient in the form of a loan) in excess of \$25,000 is either:

- a) Used to meet one of the national objectives until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or
- b) Not used to meet one of the national objectives, in which event the **PROVIDER (SUBRECIPIENT)** shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

**J. PAYMENTS AND REPORTS**

1. Payment requests will be subject to the **COUNTY (RECIPIENT)’s** execution of its Master Agreement with HUD and the activity being assigned a number in IDIS (Integrated Disbursement and Information System).

2. Construction Contract Payments – Requests for payment must be based upon actual uncompensated construction costs provided during the contract period and shall be accompanied by invoices for services rendered. Payment Requests shall be submitted within 20 days after the end of the reporting period, even if no activity has occurred. If the **PROVIDER (SUBRECIPIENT)** fails to submit a Payment Request by the stated deadline, payment will be delayed until the following month. The **PROVIDER (SUBRECIPIENT)** will not receive payment without submission of all applicable reports. Failure to submit a Payment Request within 60 days after the end of the reporting period will result in the **PROVIDER (SUBRECIPIENT)** forfeiting all right to payment.

All payment requests (Exhibit 1) must be signed by the **PROVIDER (SUBRECIPIENT)’s** Executive Director or other duly authorized person, and accompanied by the contractor’s signed request for payment (invoice). Final payment will not be made until the final inspection is made and approved by the Lee County or City Building Department, as applicable.

3. **PROVIDER (SUBRECIPIENT)** shall submit reports as required to assist the **COUNTY (RECIPIENT)** in the preparation of HUD Labor Relations, WBE/MBE, Equal Opportunity Employment, and HUD Section 3 reports, pursuant to 24 CFR 570.502, 507, and 92.

## Lee County Needs Assessment

### Data to examine for a needs assessment:

#### **Population**

1. Overall population growth (1990-projected)
  - a. Where is growth occurring?
2. Changes in age of population (1990-projected)
3. Race/Ethnicity and National Origin of population and changes over time (1990-projected)
4. LEP growth and various language concentrations (1990-projected)
5. Veteran Status

#### **Poverty**

1. Area Median Income
2. % of Population on SNAP & TANF
3. % of total population below poverty level
  - a. % by Age
  - b. % by familial status
4. Household Income by Source
  - a. Earning
  - b. Social Security
  - c. Retirement
  - d. Supplemental SSI
  - e. Cash or Public Assistance
  - f. SNAP

#### **Education**

1. Educational Attainment (1990-projected)
2. Poverty rate by educational attainment
3. % of VPK/Head start enrollment
4. % of students Kindergarten Ready
5. Public School Enrollment
6. % of school enrollment by grade
7. % of students receiving free and reduced lunch
8. % of Students with disabilities
9. % of Students with Chronic Absenteeism
10. Dropout/Graduation Rates

#### **Economy/Employment**

1. Employment Rates
  - a. % unemployed
  - b. % full time employment
  - c. % part time employment
  - d. % retired
2. Labor Force
3. Employment by Industry
4. Growth Projects by Industry
5. Wage gaps by education levels
6. Availability and types of job training programs

#### **Human Services**

1. Family Violence
  - a. # of Abuse Cases per 1,000 children
  - b. # of Adult Domestic Violence Cases
  - c. # of Referrals to DJJ for Criminal Offenses
    - i. Offenses by Age Group
    - ii. # of Drug and Alcohol related offenses

## Lee County Needs Assessment

2. Senior Services
  - a. % of Households 65+
    - i. % living alone
    - ii. % living with family/grandchildren
  - b. % living in poverty
  - c. % with disability
  - d. # of ALF/Adult Day Care/Adult Home Care facilities and capacity
3. Childcare Needs
  - a. % of household income spend on childcare
  - b. % of children in HH with 2 working parents.
  - c. # of subsidized child care resources available
4. Minority/Disables Population Needs
  - a. Affordable housing needs of immigrant populations, minorities, and persons with disabilities
  - b. Needs of persons who are LEP
  - c. Type of disabilities
  - d. Locations of persons with disabilities

### Healthcare

1. # of insured/uninsured
2. # enrolled in Medicaid/Medicare
3. Facilities/Providers Available
  - a. # of Acute Care Beds
  - b. # of Hospital Beds
  - c. # Nursing Home Beds
  - d. # Specialty Beds
  - e. # of Dentists/Physicians/Family Practices/Internists/OBGYNs/Pediatricians
4. Infant Death Rates
5. Prenatal Care
6. % of population with disability
7. % of population with mental illness/SUD
8. # of beds available for MHD/SUD/COD treatment

### Housing

1. the number and type of single person households in need of housing assistance
2. the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking
3. the most common housing problems
  - a. are any populations/household type more affected than other by these problems
4. the characteristics and need of low-income individuals and families with children who are currently housed but are at imminent risk of homelessness
5. the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance
6. the housing characteristics that have been linked with instability and an increased risk of homelessness
7. the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole, as related to Housing Problems, Severe Housing Problems, and Housing Cost Burdens
8. the needs of public housing tenant and applicants on the waiting list for accessible units
9. the number and type of families on the waiting lists for public housing and section 8 tenant-based rental assistance
10. the most immediate needs of residents of public housing and Housing Choice voucher holders
  - a. How do these needs compare to the housing needs of the population at large?

## **Lee County Needs Assessment**

### **Housing Market Analysis**

1. the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs
2. the number of affordable housing units needed for each population (i.e. Seniors, Families with Children, Youth, Homeless, Disabled, etc.)
3. the number of affordable housing units in inventory
4. the need for specific types of housing
5. the affordability of housing units
6. the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing
7. the number of housing units within the jurisdiction that are occupied by low or moderate income families that contain lead-based paint hazards, code violations, or other housing problems (including public housing)
8. the number and types of facilities that meet the needs of homeless persons (include each subcategory)
9. the number and types of facilities that meet the needs of special needs persons (include elderly, frail elderly, disabled, substance abuse, mental illness, HIV/AIDS)
10. barriers to affordable housing
11. the needs for workforce and infrastructure enhancements

### **Homeless Needs Assessment**

1. the number of persons becoming and exiting homelessness each year – divided by subcategory
2. the number of days that a person experiences homelessness (Length of time homeless) – divided by subcategory
3. the number and type of families in need of housing assistance for families with children and the families of veterans
4. the use of mainstream services, such as health, mental health, and employment services to complement services targeted to homeless persons
5. the nature and extent of homelessness by racial and ethnic group
6. the nature and extent of unsheltered and sheltered homelessness
7. gaps in services and housing assistance for individuals and families who are homeless (divided by subpopulation)

### **Non-Homeless Special Needs Assessment**

1. the characteristics of the special needs populations
2. the housing and supportive services needs of the special needs populations
3. the size and characteristics of the population with HIV/AIDS and their families within the MSA

### **Non-Housing Community Development Needs Assessment**

1. public facilities (i.e. road, street signs, parks, recreation, sidewalks, bike paths, water/sewer)
2. public improvements
3. public services (i.e. Community Policing, Food Pantries, etc.)
4. civic engagement opportunities

### **Non-Profit/Social Service Agency Needs**

1. Gaps in services for specific populations (i.e. Youth, Seniors, Homeless, Low Income, Mental Health, Substance Abuse, LGBT+)
2. Capacity Needs
3. Economic Needs
4. Public/Private Partnerships in Low-Income Areas

### **Transportation**

## Lee County Needs Assessment

1. # of households with a car
2. # of Cars per household
3. Mode of transportation for clientele under poverty line
4. Available Public Transportation Resources
  - a. # of Rides
  - b. # of available Routes
  - c. Cost per Lee Tran Ride

SAMPLE