**RESOLUTION NO. 10-347**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, EXERCISING THE FIRST OF TWO ONE-YEAR RENEWAL OPTIONS STIPULATED IN THE CONTRACT FOR GRANT WRITING SERVICES WITH SHEILA GRIFFIN INC., ORIGINALLY APPROVED IN RESOLUTION NO. 09-185; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, in Resolution No. 09-185, the City Commission approved a one year contract with two one-year renewal options with Sheila Griffin, Inc.; and

WHEREAS, the City Commission, having considered staff recommendations, has chosen to renew the contract, for the first of two one-year extension periods.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the contract is hereby extended for one year, pursuant to contract documents approved in Resolution No. 09-185.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 7 day of December, 2010.

Authenticated by the presiding officer and Clerk of the Commission on December 8, 2010.

Filed with the Clerk December 8, 2010.

CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

# CITY MANAGER'S OFFICE
# MEMORANDUM

**TO:** Jim Scholl, City Manager

**FROM:** Mark Z. Finigan, Assistant City Manager

**DATE:** November 10, 2010

**SUBJECT:** City Grant Writer - Exercise Option #1

---

**ACTION STATEMENT:**

Respectfully request the City of Key West City Commission approve the extension of the Agreement with Sheila Griffin Governmental Consultant, Inc. for the first option year period.

**BACKGROUND:**

City of Key West Resolution 09-185 approved an Agreement with Sheila Griffin Governmental Consultant, Inc. for grant writing services. The Agreement Period as defined in the Agreement is as follows:

*6.1 Agreement Period*

*A. The duration of the agreement shall be one (1) year commencing from the date this Agreement was entered into, with an option, at the sole discretion of the CITY, to renew the agreement on an annual basis for up to two (2) years.*

To follow is a summary of Sheila Griffin's successes for the base annual period as well as some of her on-going efforts:

- **Awards:**
  - Emergency Shelter grant from DCF $80K
  - Historic District Survey grant from DOS $50K
  - Energy Grant $745K (total was $2.6M)
- **Pending Award Determination**:
  - Homeland Security grant for Fire Dept (about $150K)
  - FRDAP grant for Bayview Park $200K
  - Peary Court Cemetery $50K

- Dunn Grant $50K
- Emergency Shelter grant for 2011 $100K

- **<u>Unsuccessful Grant Applications</u>**:

  - Preserve America $50K – Not successful because they gave the DOS a $200K statewide grant.
  - Clean Energy Grant – Not considered because the City received the $745K for the ballpark lights in another Energy Grant.

- **<u>Current Efforts</u>**:

  - Garrison Bight improvements
  - "Waterfront" open space improvements
  - Bicycle and Pedestrian Safety Grants

**FINANCIAL IMPACT:**

The Compensation arrangement as defined in the Agreement is as follows:

> *2.1 The CONSULTANT agrees to a flat fee of $4,000 per month for the term of this agreement. Additional expenses (at cost) including, travel and copies related to the scope of services will be paid by City of Key West with prior approval. CITY will holdback $1,000 of the $4,000 per month fee. CONSULTANT and CITY agree the holdback will be released at a rate of $1,000 contingent upon every $100,000 in grant funding committed up to the $1,200,000 specified in Article 1.4 above. Under no condition will the annual compensation during the term of this Agreement exceed $48,000.*

Clearly Sheila has been successful over the first 12 months of her grant writing engagement with the City. Grant awarded monies are far in excess of the amount paid for her efforts. The Energy Grant was an extraordinarily challenging grant application process which required Sheila to take the application lead in a joint Monroe County, City of Marathon, City of Islamorada and City of Key West submission. She encourages the City to pursue any eligible grant opportunity, regardless of size or complexity. Shelia is a sole proprietor, with few clients, whose focus in addition to grant writing services has been to research and inform the City of countless grant opportunities. Other consultants could have possibly been as successful, but I am convinced the costs of such services would have been much higher. Finally, residing in Tallahassee and being extremely familiar with the inner workings of state government have made her exceptionally effective.

**RECOMMENDATION:**

Approve the extension of the Agreement with Sheila Griffin Governmental Consultant, Inc. for the first option year period.

**RESOLUTION NO. 09-185**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AN AGREEMENT WITH SHEILA GRIFFIN, INC. TO PROVIDE GRANT WRITING SERVICES TO THE CITY OF KEY WEST; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City Commission passed resolution 09-124 for grant writing services, which ranked Sheila Griffin Governmental Consultants, Inc. ahead of five other responders and further directed the City Manager to bring an agreement before the Commission for consideration.

WHEREAS. while the response to the RFP listed "Sheila Griffin Governmental Consultants, Inc." throughout, the Florida Division of Corporation records included therewith listed "Sheila Griffin, Inc."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached agreement for Grant Writing Services between the City of Key West and Sheila Griffin, Inc. is hereby approved for a term of one year, with two one year options in favor of the City.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the

signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 21st day of July, 2009.

Authenticated by the presiding officer and Clerk of the Commission on July 22, 2009.

Filed with the Clerk July 22, 2009.

MORGAN MCPHERSON, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

# CITY MANAGER'S OFFICE
# MEMORANDUM

**TO:** Jim Scholl, City Manager

**FROM:** Mark Z. Finigan, Assistant City Manager

**DATE:** July 9, 2009

---

**ACTION STATEMENT:** Approve an Agreement between the City of Key West and Sheila Griffin Governmental Consultant, Inc. for grant writing services.

**BACKGROUND:**

On April 3, 2009, a Request for Qualifications (RFQ) was published for Grant Writing and Administration Services. On April 22, 2009 six (6) consultants / firms responded to the RFQ:

- Sheila Griffin Governmental Consultant, Inc.
- Langton Associates / In Rem Solutions
- Justice Research & Advocacy, Inc.
- Malcolm Pirnie
- GSP Consulting Corp.
- Angie Brewer & Associates

On May 27, 2009 the City Commission heard presentations from the six (6) qualified consultants/ firms who desired to provide grant writing and administrative services to the City. City Commission subsequently ranked the consultants/ firms and selected Sheila Griffin Governmental Consultant, Inc. as the highest ranked firm. Resolution 09-124 authorized the City Manager to negotiate a contract/agreement with the top ranked firm and required the City Manager to bring the proposed contract back to the City Commission for final approval.

**PURPOSE & JUSTIFICATION:**

Distribution of funding for the recently enacted Economic Stimulus Package is unlike any previous federal stimulus package. In reality, the funding process is being defined every day and the ability of the applicant to understand the funding process quickly and be in a position to respond to the myriad of requirements in an accurate and complete manner will be crucial. City Staff has and will continue to seek and apply for those grant

opportunities that are traditionally offered as part of federal and state annual appropriations.

What the City is seeking with a grant writer is that individual or firm who can demonstrate a thorough understanding of the Economic Stimulus Package funding process and can assure the City of Key West through its excellent grant writing skills maximum opportunity for award. Cooperative effort between City Staff, City Commission and the chosen individual / firm will facilitate quick identification of prioritized needs which will allow the grant writer to expeditiously make application.

**FINANCIAL IMPACT:**

No FY 2008-09 appropriation was made for grant writing and administrative services. To the extent services rendered for the balance of this fiscal year can be connected to specific grant efforts, appropriation will be made from the specific Funds receiving the benefit – i.e. Transit / Stormwater / General Government. Either operating contingency, cash flow reserves or transfers made within a Fund will provide the appropriation for FY 08-09. For the forthcoming Fiscal Year 2009-2010, if the proposed Agreement is approved, respective budgets anticipated to receive the benefit of the grant writer services will have an appropriation.

**RECOMMENDATION:**

Approve an Agreement between the City of Key West and Sheila Griffin Governmental Consultant, Inc. for grant writing services

# CITY OF KEY WEST

# AGREEMENT TO FURNISH GRANT WRITING SERVICES TO THE CITY OF KEY WEST

July 21, 2009

# Agreement to Furnish Grant Writing Services to the City of Key West

This AGREEMENT made and entered into by and between the City of Key West, a municipal corporation of the State of Florida, whose address is 525 Angela Street, Key West, Florida 33040, hereafter referred to as the "CITY" and Sheila Griffin, Inc., a corporation authorized to do business in the State of Florida, whose address is P.O. Box 10003, Tallahassee, Florida 32302, hereafter referred to as the "CONSULTANT". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

## Article 1. Scope of Services

The CITY engages CONSULTANT to perform those Services enumerated below and as described in CITY'S April 3, 2009 Request for Qualifications (Exhibit "A") and CONSULTANT'S Proposal (Exhibit B), dated April 18 2009. The CONSULTANT'S primary responsibilities include, but are not limited to the following:

1.1 The CONSULTANT shall monitor and track the American Recovery and Reinvestment Act of 2009, state agency grant programs and other public/private grants for funding opportunities for the CITY.

1.2 The CONSULTANT shall monitor the Florida Legislature's appropriation policy development for issues that may affect the mission and programs of the CITY.

1.3 The CONSULTANT shall coordinate and prepare all documentation related to grant and funding opportunities for the CITY.

1.4 The CONSULTANT shall commit to drawing down at least $1,200,000 in funding from federal, state or other grant opportunities each year during the term of this contract. It is agreed upon by both parties the $1,200,000 does not apply to grants the CITY has routinely applied for and annual appropriations have been awarded.

1.5 The CONSULTANTS shall receive direction and maintain regular contact with the Mayor and Commissioners of the City of Key West or their designated staff.

1.6 The CONSULTANT shall submit not later than the 5th of the month to the City Manager a detailed report of all grant opportunities identified, applications started and applications submitted by CONSULTANT the preceding month.

1.7 The CONSULTANT may be requested by the City Commission to periodically appear before the Commission to report on general and/or specific grant activity.

## Article 2. Compensation

As consideration for providing the services enumerated in Article 1, the CITY shall pay the CONSULTANT fees as defined as follows:

2.1 The CONSULTANT agrees to a flat fee of $4,000 per month for the term of this agreement. Additional expenses (at cost) including, travel and copies related to the scope of services will be paid by City of Key West with prior approval. CITY will holdback $1,000 of the $4,000 per month fee. CONSULTANT and CITY agree the holdback will be released at a rate of $1,000 contingent upon every $100,000 in grant funding committed up to the $1,200,000 specified in Article 1.4 above. Under no condition will the annual compensation during the term of this Agreement exceed $48,000.

2.2 The CITY agrees to remit payment to the CONSULTANT within 10 days of receipt of invoice.

2.3 All fees and shall be addressed to: Sheila Griffin, Inc., P.O. Box 10003, Tallahassee, Florida 32302

2.4 In addition to prior approval as required by Paragraph 2.1, the costs of travel, including the use of CONSULTANT'S vehicles, subsistence, lodging and related expenses of personnel while traveling in connection with this AGREEMENT shall be in accordance with CITY policy and Florida Statute FS 112.061. Required Documentation: All requests for travel reimbursement must provide enough detail to clearly indicate the reason (s) for travel, date (s) of travel, exact time (s) of travel, and mode (s) of travel. If travel is by privately owned vehicle, exact mileage traveled with odometer readings must be submitted. All receipts for which reimbursement is requested are subject to Florida Statute rates applicable at the time of travel. CONSULTANT is obligated to minimize all expenses incurred in the execution of this AGREEMENT. There shall be no markup on expenses reimbursed under this agreement.

All reimbursement requested must be supported by a receipt except where a receipt could not be obtained such as an unattended toll booth or parking meters. In those situations where receipts cannot be obtained, reimbursement requested must be supported by documents that show dates, parking meter numbers and locations, toll booth locations, and signature of employee.

Transportation by passenger vehicles supplied by CONSULTANT in connection with the work will be reimbursed in accordance with Florida Statute 112.061. Required Documentation: Mileage log stating point of departure, point of destination, and odometer reading for both. No mileage reimbursement shall apply when the CONSULTANT is fulfilling the terms of this Agreement in Tallahassee, Florida. Both parties further agree the CONSULTANT may have other clients and will only receive mileage reimbursement for travel outside of the Tallahassee, Florida area when such travel is for the exclusive purpose of advancing the scope of services outlined under this Agreement.

## Article 3. Invoicing and Payment

Monthly invoices will be issued by CONSULTANT for all work performed during the preceding month under this AGREEMENT, as prescribed in Article 2. Invoices are to be submitted and paid in accordance with the Florida Prompt Payment Act.

## Article 4. Obligations of the Consultant

4.1. General

A. The CONSULTANT will serve as CITY'S professional representative under this AGREEMENT, providing professional grant writing services and furnish customary services incidental thereto.

4.2. Standard of Care

A. The standard of care applicable to CONSULTANT'S services will be the degree of skill and diligence normally employed by grant writers and other related consultants performing the same or similar services at the time said services are performed. The CONSULTANT will perform any services not meeting this standard without additional compensation.

4.3. CONSULTANT'S Insurance

A. The CONSULTANT will maintain throughout this AGREEMENT the following insurances which are applicable (with exception of Professional Liability/Errors & Omissions which is mandatory) :

1. Worker's Compensation – statutory – in compliance with the compensation law of the State of Florida.

2. Commercial General Liability insurance with a minimum limit of liability per occurrence of one million ($1,000,000) dollars with an annual aggregate of no less than two million ($2,000,000) dollars. Evidence of any and all pending claims which may exhaust the aggregate may be requested.

3. Business Automobile Liability insurance with a minimum limit of liability per occurrence of one million ($1,000,000) dollars for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverage:

   - Owned automobiles
   - Hired automobiles
   - Non-owned automobiles

4. Professional Liability / Errors & Omissions insurance with a minimum limit of one million ($1,000,000) dollars. Must be specific for grant writing services.

B. In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the CONSULTANT shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the CONSULTANT to furnish, deliver, and maintain such insurance as above provided, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the CONSULTANT to take out and/or maintain any required insurance shall not relieve the CONSULTANT from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the CONSULTANT concerning indemnification.

4.5 Subconsultants

A. The CONSULTANT may not assign or subcontract its obligations under this AGREEMENT without the written consent of the CITY.

4.6 Licenses

A. The CONSULTANT will be required to obtain a local required license prior to performing any work for the CITY. This license will be a Business Tax Receipt.

## Article 5. Obligations of the City

5.1. City-Furnished Data

A. The CITY will provide to the CONSULTANT in a timely and accurate manner all data, in the CITY'S possession, necessary for the CONSULTANT to execute those scope of services stated under Article 1.

5.2. Prompt Notice

A. The CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of Consultant's services, or any defect in the work of the CONSULTANT.

## Article 6. General Legal Provisions

6.1 Agreement Period

A. The duration of the agreement shall be one (1) year commencing from the date this Agreement was entered into, with an option, at the sole discretion of the CITY, to renew the agreement on an annual basis for up to two (2) years.

6.2. Reuse of Project Document; Public Records

A. Reports, documents and other deliverables of the CONSULTANT, whether in hard copy or in electronic form, are instruments of service for the project of the CITY. All documents shall be made available on re-writable CD and are the property of the City of Key West. Reuse, change, or alteration on another project, by the CITY or by others acting on behalf of the CITY of any such instruments of service without the written permission of the CONSULTANT will be at the CITY's sole risk. Nothing herein shall constitute a waiver of City's sovereign immunity rights, including, but not limited to, those expressed in Section 768.28, Florida Statutes.

B. CONSULTANT has reviewed Florida Statute section 119.07 and is otherwise knowledgeable of Florida's broad public records laws. CONSULTANT understands and agrees that all records made in connection with the services provided under or related to this agreement are public recodes as defined by Florida Statute section 119.011(11). Such records must be maintained and made available by the CONSULTANT in accordance with the public records law provisions.

6.3 Ownership of Work Product and Inventions

A. All of the work product of CONSULTANT in executing a grant opportunity under this AGREEMENT shall become the property of the CITY. The City may use the deliverables solely for the purpose for which they were intended.

6.4 Force Majeure

A. The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT.

B. In the event of a delay that results in additional costs to the CONSULTANT, an appropriate increase in compensation and schedule will be authorized in writing.

6.5 Termination

A. This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONSULTANT. No further work will be performed by CONSULTANT upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West.

B. On termination, the CONSULTANT will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY will not pay for anticipatory profits.

6.6 Third Party Beneficiaries

A. This Agreement gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third party beneficiaries. CONSULTANT's services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the AGREEMENT.

B. All work products will be prepared for the exclusive use of CITY for specific application as described in the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONSULTANT. Any unauthorized assignment of related work product shall be void and unenforceable.

6.7 Indemnification

A. Consultant agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards, and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the CONSULTANT, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the CITY as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the sole negligence of the City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. The CONSULTANT agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

B. This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against the CITY by reason of such claim or demand, CONSULTANT shall, upon written notice from the CITY, resist and defend such action or proceeding by counsel satisfactory to the CITY. The CONSULTANT shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the CITY whether performed by CONSULTANT, or by persons employed or used by CONSULTANT.

6.8 Limitation of Liability

A. CONSULTANT's services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.

B. This Provision takes precedence over any conflicting Provision of this Agreement or any document incorporated into it or referenced by it.

C. This limitation of liability will apply whether CONSULTANT'S liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include CONSULTANT's officers, affiliated corporations, employees, and subcontractors.

6.9 Assignment

A. Consultant shall not assign all or any part of this Agreement without the prior consent of the CITY by Resolution of the Key West City Commission.

6.10 Jurisdiction and Venue

A. The law of the state of Florida and Monroe County will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. Venue for any such action shall be in the state court located in Key West, Monroe County, Florida.

6.11 Severability and Survival

A. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

B. ARTICLES 4, 5, and 6 will survive termination of this AGREEMENT for any cause.

6.12 Dispute Resolution

A. The parties will use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options.

B. Unless otherwise agreed in writing, the CONSULTANT shall continue the Work and maintain the approved schedules during any dispute resolution or legal proceedings. If the CONSULTANT continues to perform, CITY shall continue to make payments in accordance with this Agreement.

## Article 7. Schedules, and Signatures

This AGREEMENT, including its Exhibits, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

For the CITY, _____

Dated this _____ day of _____, 2009.

By: J. K. Scholl CITY MANAGER
Name Title

By: _____
Name Title

By: _____
Name Title

For the CONSULTANT,

Dated this 24 day of July, 2009.

By: President
Name Title
Sheila Griffin, Inc.

**RESOLUTION NO. 09-124**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, RANKING THE RESPONDENTS TO CITY OF KEY WEST - REQUEST FOR QUALIFICATIONS, GRANT WRITING AND ADMINISTRATION SERVICES, 09-002; DIRECTING THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH THE HIGHEST RANKED FIRM FOR CITY COMMISSION APPROVAL; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS the City issued RFQ 09-002 requesting qualifications for grant writing and administration services; and

WHEREAS, the City received six responses to RFQ 09-002; and

WHEREAS, the City Commission desires to rank the six firms in order of qualifications for the negotiation of a contract for subsequent City Commission consideration.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That top ranked firms as determined in order by the Commission are:

1. Sheila Griffin Governmental Consultant, Inc.
2. Langton Associates / In Rem Solutions
3. Angie Brewer & Associates, LC
4. Malcolm Pirnie, Inc.
5. Justice Research & Advocacy Inc.
6. GSP Consulting Corp.

Section 2: That City Staff is authorized to negotiate a contract for City Commission approval, starting with the topped ranked firm. The City Manager is directed to bring the contract before the City Commission for consideration.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 27th day of May, 2009.

Authenticated by the presiding officer and Clerk of the Commission on May 28, 2009.

Filed with the Clerk May 28, 2009.

MORGAN MCPHERSON, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

# CITY MANAGER'S OFFICE
# MEMORANDUM

**TO:** Jim Scholl, City Manager

**FROM:** Mark Z. Finigan, Assistant City Manager

**DATE:** May 20, 2009

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**ACTION STATEMENT:** City Commission will hear on May 27, 2009 six (6) 10 minute presentations made by qualified consultants/ firms who desire to provide grant writing and administrative services to the City. City Commission will subsequently rank the consultants/ firms and authorize the City Manager to negotiate a contract with the highest ranked firm. Directing the City Manager to bring the proposed contract back to the City Commission for final approval.

**BACKGROUND:**

On April 3, 2009, a Request for Qualifications (RFQ) was published for Grant Writing and Administration Services. On April 22, 2009 six (6) consultants / firms responded to the RFQ:

- Justice Research & Advocacy, Inc.
- Sheila Griffin Governmental Consultant, Inc.
- Langton Associates / In Rem Solutions
- Malcolm Pirnie
- GSP Consulting Corp.
- Angie Brewer & Associates, LC

The following certifications were to be completed and/or executed and submitted with their proposal of qualifications.

- Affidavit / Signature Form
- Affidavit on Public Entity Crimes
- Hold Harmless Agreement
- Acknowledgement of Addendum #1
- Certificate of Insurance with Specified Limits

With the exception of Justice Research & Advocacy, Inc., all respondents properly executed the required certifications and submitted the requested insurance information. Justice Research & Advocacy, Inc., failed to submit a Certificate(s) of Insurance and/or Insurance Agent's qualifying confirmation letter. On May 20, 2009 Justice Research was requested to submit the required insurance information and subsequently did.

To follow is the language in the RFQ regarding required documents: "The absence of these documents may render the Statement of Qualifications non responsive and rejected." The omission by Justice Research & Advocacy, Inc. to submit timely information, though a solicitation requirement, did not extend Justice Research & Advocacy, Inc. a competitive financial advantage. Though the Commission may wish to consider such omission in their ranking deliberations, Staff does not recommend complete rejection since the basis of ranking is on qualifications at this point.

The manner of ranking by the City Commission will be determined by the City Commission at the time of such presentations. An award determination by the City Commission will be made at the conclusion of the oral presentations. Such award will extend authority to the City Manager to negotiate and execute a contract (subject to City Commission approval) with that Respondent selected by the City Commission.

**PURPOSE & JUSTIFICATION:**

Distribution of funding for the recently enacted Economic Stimulus Package is unlike any previous federal stimulus package. In reality, the funding process is being defined every day and the ability of the applicant to understand the funding process quickly and be in a position to respond to the myriad of requirements in an accurate and complete manner will be crucial. City Staff has and will continue to seek and apply for those grant opportunities that are traditionally offered as part of federal and state annual appropriations.

What the City is seeking in this RFQ is that individual or firm who can demonstrate a thorough understanding of the Economic Stimulus Package funding process and can assure the City of Key West through its excellent grant writing skills maximum opportunity for award. Cooperative effort between City Staff, City Commission and the chosen individual / firm will facilitate quick identification of prioritized needs which will allow the grant writer to expeditiously make application.

**FINANCIAL IMPACT:**

No FY 2008-09 appropriation was made for grant writing and administrative services. To the extent services rendered can be established to specific grant efforts, appropriation will be made from the specific Funds receiving the benefit – i.e. Transit / Stormwater / General Government. Either operating contingency, cash flow reserves or transfers made within a Fund will provided the appropriation.

**RECOMMENDATION:**

Based on the Statement of Qualifications submitted, presentations made by the respondents and answers provided by respondents to City Commission questions, the City Commission will select that individual / firm which in their opinion will satisfy the immediate grant writing and administrative services required by the City of Key West as outlined in the Purpose and Justification section of this Executive Summary.

# INTEROFFICE MEMORANDUM

To: Mark Finigan, Assistant City Manager

CC: Sue Snider, Purchasing

From: Cheri Smith, City Clerk

Date: April 22, 2009

Subject: **Grant Writing & Administration Services; RFQ NO. 09-002**

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Attached for your review are copies of the qualifications opened Wednesday, April 22, 2009 at 3:00 p.m. in response to the above referenced project.

1. GSP Consulting Corp.
   100 W. Station Square Drive
   Landmarks Building, Suite 500
   Pittsburgh, PA 15219

2. Angie Brewer & Associates, LC
   9104 58TH Drive East
   Bradenton, FL 34202

3. Justice Research & Advocacy, Inc.
   849 Cleveland Avenue
   Amherst, OH 44001

4. Langton Associates/In Rem Solutions
   118 West Adams Street, Suite 700
   Jacksonville, FL 32202

5. Malcolm Pirnie, Inc.
   2290 Delta Blvd
   Tallahassee, FL 32303

6. Sheila Griffin Governmental Consultant, Inc.
   P.O. Box 10003
   Tallahassee, FL 32302

# REQUEST FOR QUALIFICATIONS

# RFQ# 09-002

# GRANT WRITING & ADMINISTRATION SERVICES

**Issued by:**
**City of Key West**
**525 Angela Street**
**Key West, FL 33040**
**(305)809.3815**
**(305)809.3820**

Date of Advertisement: April 3, 2009
Due Date/Time for Receipt of Proposal: April 22, 2009 at 3:00 PM

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## A. DEFINTIONS

Whenever used in the Request for Qualifications or any other document pertaining to the services where these specifications govern, the following terms are used, The intent and meaning will be interpreted as follows:

Firm: Any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice engineering, surveying and mapping in the State of Florida.

Agency: The state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a non-governmental developer that contributes public facilities to a political sub division under.

Project Manager: An Authorized representative of the firm assigned to make any or all necessary inspections of work or services performed by the awarded firm.

Proposer: An individual, partnership or corporation submitting a response to the Request for Qualifications for the services contemplated.

Proposal: The written submittal of a Proposer, submitted in the required format, to perform services in accordance with the requirements of the Request for Qualifications.

Addendum: A modification of the Request for Qualifications issued by the City directing certain changes, additions or reductions in work or services or in the provided materials.

Respondent: The entity that submits a Statement of Qualifications to the City in accordance with the Instructions of the Request for Qualifications.

City: City of Key West, 525 Angela Street, Key West, Florida 33040

## B. INTRODUCTION AND OVERVIEW

The City of Key West Commission invites interested parties to submit Statements of Qualifications in accordance with Florida State Statutes Chapter 287.055 {Consultant Competitive Negotiations Act (CCNA)} to provide for Grant Writing & Administration under a continuing services arrangement for the City of Key West. The successful firm shall be expected to expeditiously perform the necessary tasks included in this document and must have the capacity to handle multiple projects concurrently. The successful firm will provide services on an as needed basis throughout the term of the agreement. The agreement shall be automatically renewed annually, for up to a maximum of three (3) total years, unless otherwise terminated by either party, in writing, giving 30 days notice.

The City is under no obligation to assign any minimum amount of work to the awarded consultant.

## C. TYPICAL SCOPE OF SERVICES

The scope of work to be performed by the awarded consultant may consist of, but not be limited to the following:

American Recovery and Reinvestment Act (ARRA) Grants
Community Development Block Grants
Neighborhood Revitalization Grants
Florida Recreational Development Assistance Program Grants
Local, State, and Federal Grants
Attend Board Meetings and Commission Meetings, as needed
Inter-agency coordination as needed
All other relevant assignments relating to grant writing and administration, as requested

Interested firms must be experienced in providing grant writing services in a scope and nature comparable to those described. Please include a copy of all applicable licenses held by firms or sub-contractors proposed to perform work.

## D. EVENT TIMELINE

| EVENT | DATE | TIME |
|---|---|---|
| Issue Request for Qualifications | April 3 | |
| Deadline for Questions | April 14 | 10:00 AM City Hall |
| Statements of Qualifications Due | April 22 | 4:00 PM City Hall |
| Post List of Respondents | April 27 | 12:00 PM |
| Selection Team Reviews Statement of Qualifications and, if necessary, Selects Firms for Oral Presentations | April 28 | 1:00 PM |
| Oral Presentations To City Commission | May 5 | 6:00 P.M. |
| Board Approval of Award | May 5 | 6:00 P.M. |
| Contract Negotiations | May 6 | |
| Contract Execution by City Manager | May 8 | |

## E. CONTACT PERSON

All Inquiries pertaining to this Request for Qualifications are to be directed to:

Sue Snider
626 Josephine Parker Drive Suite 101
Key West, FL 33040
305.809.3815
ssnider@keywestcity.com

## F. GENERAL INSTRUCTIONS TO RESPONDENTS

Respondents submitting a Statement of Qualifications are encouraged to carefully review all the materials contained herein and prepare your Statement of Qualifications accordingly. The detailed requirements set forth will be used to evaluate the Responses and failure of the Respondents to provide the information requested for a specific requirement may render their Statement of Qualifications as non-responsive and result in being rejected.

The Respondent shall carefully study and compare the information and documents presented in this Request for Qualifications with each other, shall examine the document, and shall at once report to the Contact Person any errors, inconsistencies or ambiguities discovered.

The City shall not be liable for any costs incurred by a Respondent in preparing or producing its Response or for any services performed before the contract is effective.

## G. SUBMISSION REQUIREMENTS

Respondents are required to submit via U.S. Mail, Courier Service or Personal Delivery a **SEALED WRITTEN** response to this Request for Qualifications. Responses submitted via telegraph, facsimile, e-mail, or telephone are not acceptable and will be rejected. Should the response be delivered in person, the response is required to be submitted at the City of Key West Clerk's Office located at City Hall, 525 Angela Street, Key West, FL 33040. A representative of the City Clerk's office will log all of the responses in at the appropriate date and time when received and a receipt may be provided to the deliverer.

One (1) bound original, six (6) bound copies and one (1) electronic copy (CD; PDF format) of the Statement of Qualifications are to be submitted to the Clerks Office at the address listed above.

The outside of the mailing package or envelop must be marked with the following information:

The words "SEALED RESPONSE ENCLOSED"
Request for Qualifications number
Name of the person or entity submitting the Response
Statement of Qualifications due date and time.

If the package or envelope is not marked and is opened in error, the response may be rejected. The Statement of Qualifications MUST include the Affidavit/Signature Form, Certificate(s) of Insurance and/or Insurance Agent's qualifying confirmation letter, and the Hold Harmless Agreement. The absence of these documents may render the Statement of Qualifications non responsive and rejected.
Statement of Qualifications shall be typed or printed in ink. Erasures or the use of typewriter correction fluid or tap is acceptable. However, such corrections MUST be initialed by the Respondent signing the Affidavit/Signature Form. The absence of this procedure may render the Statement of Qualifications non-responsive and rejected.

All Respondents are strongly encouraged to utilize recycled paper in their submittals.

## H. TIMELINESS OF STATEMENT OF QUALIFICATIONS

The City assumes no responsibility for Statement of Qualifications received after the due date and time, or at any office other than that specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather, or any other reason. Late responses shall be returned unopened.

## I. ADDENDUM

No interpretation of the meaning of the Request for Qualifications documents, attachments (if any), or no any other related documents, or correction of any apparent ambiguity, inconsistency or error therein, will be made to any potential proposer orally.

All corrections, interpretations and supplemental instructions will be In the form of written addenda to the proposal documents which, If issued, will be **POSTED ON DEMANDSTAR'S WEBSITE AT WWW.DEMANDSTAR.COM AND ALSO AT THE CITY'S WEBSITE AT WWW.KEYWESTCITY.COM** at least two working days prior to the proposal due date and time.

The potential proposer is responsible for making sure that any and all addenda have been received prior to submission of the proposal. Forty-Eight (48) hours prior to the proposal due date the potential proposer should call the Contact Person to request any/all addenda.

If any addendum has not been received, the potential proposer is responsible for obtaining the addendum by the method listed above.

In case any proposer fails to acknowledge receipts of any such addendum, the proposal will nevertheless be construed as though the addenda have been received and acknowledged, and the submission of the proposal will constitute acknowledgment of the receipt of addenda.

## J. STATEMENT OF QUALIFICATION SUBMITTAL FORMAT

To aid in the evaluation of the Statement of Qualifications, the Respondent shall provide the following information in the format as noted. This information will be used as the foundation for scoring the Responses to the Request for Qualifications. Please tab each sub heading in the bound proposal.

Title Page

Table of Contents

Letter of Transmittal and Affidavit/Signature Form

Provide a letter of transmittal briefly stating your understanding of the Services to be performed and why you should be awarded a contract. Also, include an executed copy of the Affidavit/Signature Form found at the end of this Request for Qualifications.

Company Information and Qualifications.
Provide a brief narrative describing your firm's organization, its size, types of engineering/consulting services provided, employee training structure, overall company business philosophy and organizational chart. Brochures or other promotional presentations beyond that sufficient to present a complete and effective proposal are not desired.

Similar service experience information is to be noted. This includes services rendered to cities of similar size. Ensure the following information is included as well:

1 Project Owner's business and e-mail addresses
2 Project start and end dates
3 Principal/Project Manager in charge for each project
4 Whether your firm was the primary consultant or a subcontractor

Personnel Qualifications

Identify and include qualifications of key individuals, specifically those who will be assigned to the services covered under the Request for Qualifications, including identification of the lead person (include credentials and certificates for each individual). Also include this individuals experience with cities of comparable size.

**Resumes are not to be submitted**.

Technical Strength and Support Capability

From a technical perspective, explain why your organization should be selected for performing the Services covered under this Request for Qualifications and how you can add value to the goals and objectives of the City. Include examples of your success in performing such services with other entities.

From a logistics perspective, explain how your organization intends to interact and interface with the City in the performance of the Services covered under the Request for Qualifications.

List of Outside Key Consultants

If Respondent is not a joint venture, list outside key consultants/associates that shall be used for the above Services listed in this Request for Qualifications. Identify and include qualifications of key individuals, specifically those who will be assigned to the services covered under the Request for Qualifications, including identification of the lead person (include credentials and certificates for each individual).

Location

Specify address of Firm's designated office where the majority of work on this project will be performed.
Indicate percentage total over-all of the Services to be performed by the Firm's office specified above.

Specify address of Firm's other office(s) where any part of the work for these Services will be performed if applicable.

Financial Information

Each Respondent shall advise as to whether their company has in the past filed for bankruptcy, is currently in bankruptcy, or has bankruptcy action pending.

Litigation

Provide a list of any past, pending or present litigation, arbitration or dispute relating to the services described herein, that your firm has been involved in within the last five (5) years. List shall include project name and nature of litigation. Also provide a list of any claims made against your E & O carrier for any services described herein.

Provide a completed Affidavit on Public Entity Crimes (attached). Lack of this form may result in the disqualification of responding firm.

*Note: A Person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity, may not submit a proposal for 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.*

Volume of Work

Provide a completed Volume of Work Form (attached). State any volume of work that your firm has performed for the City of Key West either as a prime consultant and/or as a sub consultant currently and previously.

References

Provide three (3) references, for which you have provided the Services listed in the Request for Qualifications over the past five (5) years. Please include any/all references of cities of similar size to Key West.

License Requirement

If P.E. responding, Professional Service Business Licenses, cost not to exceed $295.00
If not State Licensed P.E., General Service Business License, cost not to exceed $94.00

Certified Minority Business Enterprise

Provide documentation whether or not the Respondent or any sub contractors are certified Minority Businesses as defined by the Florida Small and Minority Business Act.

Special Conditions Requirements

State any special condition which you wish to make as part of your Statement of Qualifications.

Other Forms and Documents

Submit the required documents (Certificate(s) of Insurance, Hold Harmless Agreement, Licenses, Certificate(s)), and any other forms or documents that the Respondent feels are necessary to present their qualifications for the services covered under the Request for Qualifications.

The Respondent is to submit a copy of their existing Certificate(s) of Insurance that shows all policies and limits of insurance that they currently have in force. If the Respondent does not currently have the policies and/or limits required under the Request for Qualifications, they must submit a letter from their insurance agent confirming and stating that the Respondent qualifies for the insurance requirements stipulated in the Request for Qualifications. Upon notice of award an Agreement, the successful Respondent shall have five (5) business days to provide proof they have procured the required polices and limits of insurance.
The Hold Harmless Agreement included in this Request for Qualifications must be signed by an individual who has the authority to make contractual obligations on behalf of the Respondent and MUST be included within the Statement of Qualifications.

**Failure to include at a minimum of a letter from Respondents insurance agent with signed Hold Harmless Agreement with the Response may automatically disqualify the Respondent.**

## K. EVALUATION CRITERIA AND SELECTION PROCESS

Scoring of the proposals shall be based on a number of points assigned by the Evaluation Team Member for each criterion, as noted below. The Evaluation Team will be comprised of 3-5 yet to be determined Senior Staff members for the City of Key West. The total maximum score that each Respondent could receive from each Evaluation Team Member is 100. If there are three Evaluation Team Members, the total maximum score is 300.

| No. | Evaluation Criteria | Maximum Number of Points |
|---|---|---|
| 1. | Company Qualifications: ability, technical strength and capability | 40 |
| 2 | Qualifications of professional personnel: Project Manager/Lead Consultant | 15 |
| 3 | Qualifications and work histories of proposed key personnel on similar services: | 25 |
| 4 | Familiarity of local area | 10 |
| 5 | References | 5 |
| 6 | Certified Minority Business | 5 |
| | **Total Points Possible** | 100 |
| | | |

Each Evaluation Team Member will review, evaluate and score the Proposals for each Respondent based on the evaluation criteria provided above. Points will be awarded for each evaluation criteria as either the maximum points available or a proportionate number of points, as scored by the individual Evaluators assessment of the Respondents qualifications based on the available information submitted. The content of the proposals is very important to assist in a thorough evaluation by the Evaluation Team Members. Respondents will be ranked based on an aggregate of each of the Evaluation Team Members scoring, highest to lowest, for all criteria listed above. Should there be a tie between two Respondents total scores for the criteria listed above; the Respondent with the highest total score for the evaluation criteria titled "Company Qualifications" shall be ranked higher.

The aggregate of each Evaluation Team Members proposal scores will be utilized as the Final Score for developing a ranking or "short listing" of the most qualified consultants who will be selected for oral presentations to the City of Key West Commission.

The City of Key West and the Evaluation Team reserve the right to recommend for oral presentation to the City Commission all of the responsive Respondents, none of the responsive Respondents or any number of responsive Respondents in between.

The manner of ranking of Oral Presentations by the City Commission will be determined by the City Commission at the time of such presentations. An award determination by the City Commission will be made at the conclusion of the oral presentations. Such award will extend authority to the City Manager to negotiate and execute a contract with that Respondent selected by the City Commission.

ATTACHMENTS: FORM A: AFFIDAVIT/SIGNATURE FORM B: HOLD HARMLESS AGREEMENT FORM C: PUBLIC ENTITY CRIME FORM D: VOLUME OF WORK

**AFFIDAVIT/SIGNATURE FORM**
**FORM A**
**RFQ#09-002**

I have carefully examined the RFQ and any other documents accompanying or made a part of this invitation.

I certify that all information contained in the response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform.

I further certify that this submission is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a RFQ for the same product or service; no officer, employee or agent of the City of Key West or of any other interested party in said RFQ; and that the undersigned executed this Affidavit with full knowledge and understandings of the matters therein contained and was duly authorized to do so.

I further certify having read and examined the documents contained in the RFQ and understanding the RFQ identified services will only be required from firms deemed pre qualified by the City's Selection Committee, the firm does hereby agree to enter contract negotiations for a consultant services contract at an appropriate time as determined by the City.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the RFQ documents.

**NO EXCEPTIONS WILL BE ALLOWED AFTER THE RFQ IS SUBMITTED**

Please Check One:

I take NO exceptions.
Exceptions: _____

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

## HOLD HARMLESS AGREEMENT

**FORM B**
**RFQ# 09-002**

This agreement is entered into this ____ day of _____, 2008, between the City of Key West, Florida (hereinafter the City), and _____ (Grant Writing & Administration Services Provider) (hereinafter _____), regarding the Request for Qualifications issued by the City.

WHEREAS, the City of Key West Development Services Department has issued a request for qualifications for Grant Writing and Administrative Services; and, WHEREAS,

_____has agreed to respond to this request. NOW THEREFORE,

Based upon good and valuable consideration, the parties agree as follows:

1. City and _____ (service provider) recognize that if the City is included as a defendant in an action brought by any person alleging to have been injured by _____ (the service provider), _____ (service provider) will indemnify the City and hold the City harmless from and against all claims, debts, demands actions, or obligations which may be made against the City arising out of any service being provided by _____ (service provider), excepting only those matters which are the direct and proximate result of the negligence or deliberate acts of the City, its agents, servants or employees. If it becomes necessary for the City to defend any action against it, seeking to impose such liability, _____ (service provider) will pay not only any judgment entered against the City in such proceeding, but also all costs and attorney's fees incurred by the City in its defense of the proceeding. This shall not in any way abrogate the City's right to the defense sovereign immunity.

_____

By:

# AFFIDAVIT ON PUBLIC ENTITY CRIMES

## FORM C
## RFQ#09-002

### (SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES)

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

1. This Sworn statement is submitted to _____

by _____
(Print Individuals Name and Title)

for_____
(Print name of entity submitting sworn statement)

whose business address is:

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

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

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a). Florida statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value or under an arm's length agreement, shall be prima facie case that one person controls another person. A person knowingly enters into 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.

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

4 Based on the information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

**(Indicate which statement applies)**

_____Neither the entity submitting this worn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 _____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989

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

(Signature) (Date)

STATE OF FLORIDA
COUNTY OF _____
PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being Sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 2009.

Attest:_____
(Notary Public)

**VOLUME OF WORK**
**FORM D**
**RFQ# 09-002**

Prime Consultant's volume of work performed for the City of Key West as a prime consultant and as a sub consultant, currently and previously.

| Name of Project (Including Continuing Contracts) | Prime or Sub | Total % Contracted | Existing or Proposed Date of Contract |
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ADDENDUM NO. 1
Request for Qualifications 09-002 – GRANT WRITING & ADMINISTRATIVE SERVICES

To All Bidders:

The following change is hereby made a part of RFQ 09-002 – Grant Writing & Administration Services as fully as completely as if the same were fully set forth therein:

**INSURANCE /INDEMNIFICATION:**

Before commencing work as specified in the contract Consultant shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the City. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by registered mail, return receipt requested, for all of the required insurance policies stated below. All notices shall name the Consultant and identify the agreement or contract number. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Consultant.

Consultant shall maintain limits no less than those stated below:

1. **Worker's Compensation** – Statutory – in compliance with the Compensation law of the State of Florida.

2. **Commercial General Liability** Insurance with a minimum limit of liability per occurrence of One Million ($1,000,000.00) Dollars with an annual aggregate of no less than Two Million ($2,000,000.00) Dollars. Evidence of any and all pending claims which may exhaust the aggregate may be requested.

3. **Business Automobile Liability** Insurance with a minimum limit of liability per occurrence of One Million ($1,000,000.00) Dollars for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverage:
   - Owned automobiles
   - Hired automobiles
   - Non-owned automobiles

4. **Professional Liability/Errors & Omissions** Insurance with a minimum limit of One Million ($1,000,000.00) Dollars.

*A full copy of this policy is to be included with proposal. Coverage forms for this type of policy vary greatly from carrier to carrier thus making it important to review coverage and exclusions to insure proper coverage is being provided specific to the project.*

In addition, it is understood if at any time any of the policies required by City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Consultant shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the Consultant to furnish, deliver and maintain such insurance as above provided, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the Consultant to take out and/or maintain any required insurance shall not relieve the Consultant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Consultant concerning indemnification.

The following **Indemnification Agreement** shall be made a provision of the contract:

***Consultant agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Consultant, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Consultant as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. The Consultant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.***

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

| | |
|---|---|
| Signature | Name of Business |