

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.

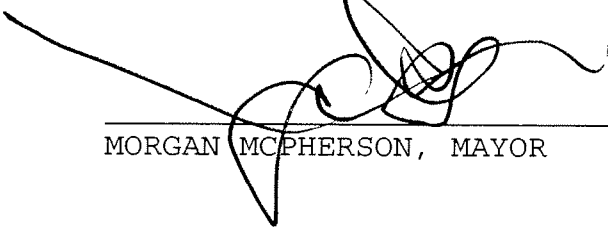
Section 2: That City Staff is authorized to negotiate a contract for City Commission approval, starting with the topped ranked firm. The City Manager is directed to bring the contract before the City Commission for consideration.

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

A handwritten signature in black ink, appearing to be "MZF", is written over the "FROM:" line.

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**

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

**REQUEST FOR QUALIFICATIONS
RFQ # 09-002
GRANT WRITING & ADMINISTRATION SERVICES**

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A. DEFINITIONS

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 subdivision 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 contendere.

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 sworn 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)

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