

CONTRACT DOCUMENTS FOR:



RFP #16-003 GRANT WRITING SERVICES CITY OF KEY WEST

OCTOBER 2015

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COMMISSIONERS:

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PART 1
GENERAL PROPOSAL
REQUIREMENTS

REQUEST FOR PROPOSAL

Notice is hereby given to prospective proposers that sealed proposals will be received by the City of Key West until 3:00 pm on December 9, 2015 for RFP #16-003 GRANT WRITING SERVICES, and then will be publicly opened and read. Any proposals received after the time and date specified will not be considered.

Please submit one (1) original and two (2) flash drives with one single PDF file of the entire proposal package. Proposal package is to be enclosed in two (2) sealed envelopes, one within the other, each clearly marked on the outside: “RFP #16-003 – GRANT WRITING SERVICES” with the due date and the respondent’s name, addressed and delivered to the City Clerk at:

**CITY CLERK
CITY OF KEY WEST, FLORIDA
3126 FLAGLER AVENUE
KEY WEST, FLORIDA 33040**

The City of Key West requires the services of a qualified individual or firm to identify possible grant opportunities, coordinate with City staff the assimilation and compilation of information and data required to put forth a concise and complete grant application, prepare the grant application, respond to questions and/or requests from the grant making organization and monitor on behalf of the City of Key West the progression of the submitted application until such time the application is awarded or denied.

The full Request for Proposal may be obtained from Demand Star by Onvia or the City of Key West. Please contact Demand Star at www.demandstar.com or call toll-free at 1-800-711-1712 or www.cityofkeywest-fl.gov.

The Proposer will be required to furnish documentation with his proposal showing that he is in compliance with any and all licensing requirements of the State.

The Proposer shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; and within 10 days following the Notice of Award, demonstrate that he holds at a minimum, the following licenses & certificates:

A. City of Key West Business Tax License Receipt

Compliance with these provisions is required before the Firm can enter into an agreement contained in the Contract Documents.

Before a Contract will be awarded for the work contemplated herein, the City will conduct such investigation as is necessary to determine the performance record and ability of the selected

Proposer to perform the size and type of work specified under this Contract. Upon request, the Proposer shall submit such information as deemed necessary by the City to evaluate the Proposer's qualifications.

For information concerning the proposed work please contact Carolyn Sheldon, Senior Grants Administrator, by email at csheldon@cityofkeywest-fl.gov. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

City of Key West does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

As stated above at the time of the proposal submittal the Proposer must provide satisfactory documentation of State Licenses. The Proposer shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The City may reject proposals for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its proposal, (3) if the proposal does not strictly conform to the law or is non-responsive to the proposal requirements, (4) if the proposal is conditional, (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the City, or (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any proposal.

INSTRUCTIONS TO PROPOSER

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed.

B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning of intent of said Contract Documents, the Proposer should request of the Senior Grants Administrator, in writing (at least 14 calendar days prior to proposal opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. Proposers shall submit with their Proposals, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. SCOPE OF SERVICES

A general description of the work to be done is contained in the Scope of Services section.

3. REQUIRED QUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the CITY. Proposers must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein.

4. PROPOSERS UNDERSTANDING

Each Proposer must inform himself of the conditions relating to the execution of the work and make himself thoroughly familiar with all the Contract Documents. Failure to do so

will not relieve the successful Proposer of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each proposer shall inform himself of, and the Proposer awarded a Contract shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, permits, fees, and similar subjects.

5. ATTACHMENTS

Proposer shall complete and submit the following forms with his proposal:

- Proposal Form
- Anti-Kickback Affidavit
- Sworn Statement under section 287.133(3)(a) Florida Statutes, on Public Entity Crimes
- Indemnification Form
- Local Vendor Form
- Domestic Partnership Affidavit
- Cone of Silence Affidavit
- All requirements listed in Proposal Submittal Requirements
- All required Insurance forms or indication of ability to comply with requirements upon award of contract
- Signed addenda or confirmation of receipt of all addenda (please list)

6. STATE AND LOCAL SALES AND USE TAXES

Unless the contract documents contain a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

7. SUBMISSIONS OF PROPOSALS

All PROPOSALS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Request for Proposal.

PROPOSALS must be made on the PROPOSAL forms provided herewith, **submit one (1) ORIGINAL proposal package and two (2) FLASH DRIVES containing a single PDF file of the entire proposal package.**

Each PROPOSAL must be submitted in two (2) sealed envelopes, one within the other, each marked as to indicate the Proposer's name and its contents (project name and number) without being opened, and addressed in conformance with the instructions in the Request for Proposal.

8. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of PROPOSALS, any PROPOSAL submitted may be withdrawn by notice to the party receiving PROPOSALS at the place designated for receipt of PROPOSALS. Such notice shall be in writing over the signature of the Proposer or by telegram. If by telegram, written confirmation over the signature of the Proposer shall be mailed and postmarked on or before the date and time set for receipt of PROPOSALS. No PROPOSAL may be withdrawn after the time scheduled for opening of PROPOSALS, unless the time specified in paragraph AWARD OF THE CONTRACT of these Instructions to Proposers shall have elapsed.

9. AWARD OF CONTRACT

The CITY will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written Notice of Award, mailed to the office designated in the Proposal, or delivered to the Proposer's representative. In the event of failure of the selected Proposer to sign the Contract and provide acceptable insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the second ranked Proposer.

The CITY reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

10. BASIS OF AWARD

A selection committee will evaluate all proposals that meet the minimum qualifications of the RFP. Each committee member shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth below. The evaluation of this RFP will be based on a Proposer's aptitude, experience, qualifications and approach to tasks as identified herein by the City. Completed evaluations shall be combined and tallied at a publicly noticed meeting. The City reserves the right to interview one or more of the highest ranked candidates as part of its evaluation. Upon completion of its evaluation process, the selection committee shall provide the results of the scoring and ranking to the City Commission, along with a recommendation to award the contract to the highest ranked

Proposer. Proposers may be required to make a brief presentation to the City Commission. The City Commission will evaluate all responsive written proposals and will review the selection committee’s recommendation. However, the City Commission is not obligated to accept the recommendation of the selection committee. If the City and the first ranked firm are unable for any reason to negotiate a contract the City shall, either orally or in writing, formally terminate negotiations with the selected firm. The City may then negotiate with the next highest ranked firm. The negotiation process may continue in this manner through successive firms until an agreement is reached or the City terminates this RFP.

SELECTION CRITERIA	POINTS ALLOWED
Professional Qualifications of Key Personnel	25
Program Approach	25
Familiarity with Local Area	10
Cost Proposal and Pricing Methodology	30
Subtotal Points	90
References	10
Total Points	100

The City reserves the right to hire more than one grant writer due to the range of grant interest by the City of Key West or the skill one grant writer may have in a particular grant area(s).

11. EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) working days after receiving the Notice of Award, sign and deliver to the City two (2) original Contracts in the draft form hereto attached, together with the insurance requirements and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Proposer, the City’s authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract. **The attached agreement is for draft purposes only. The City reserves the right to make changes to the Contract prior to signature.**

12. TERM OF CONTRACT

It is anticipated that the City will enter into a two (2) year agreement that may be extended on an optional basis at the end of the term for an additional period of one (1) year for a total of three years upon mutual agreement of the parties.

13. PROPOSER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Proposer, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on the Contract Documents.

The Proposer further declares that he has carefully examined the Contract Documents and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

14. ADDENDA

The Proposer hereby acknowledges that he has received Addenda No's. _____, _____, _____. Proposer shall insert No. of each Addendum received and agrees that all addenda issued are hereby made part of the Contract Documents, and the Proposer further agrees that his Proposal(s) includes all impacts resulting from said addenda.

15. SALES AND USE TAXES

The Proposer agrees that all federal, state, and local sales and use taxes are included in the stated unit prices for the work.

INSURANCE REQUIREMENTS

1. **CONSULTANT** is to is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers’ Compensation, Public Liability, and Property Damage Liability Insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the **CONSULTANT** shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Professional Liability (if appl.)	\$1,000,000	Per Claim/Aggregate
Additional Umbrella Liability	\$2,000,000	Occurrence / Aggregate

2. **CONSULTANT** shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as “Additional Insured” on a **PRIMARY** and **NON CONTRIBUTORY** basis utilizing an ISO standard endorsement at **least as broad as CG 2010 (11/85) or its Equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable)** INCLUDING a “**Waiver of Subrogation**” clause in favor of City of Key West on all policies. **CONSULTANT** will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the “additional insured” endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

3. Notwithstanding any other provision of the Contract, the **CONSULTANT** shall maintain complete Workers’ Compensation coverage for each and every employee, principal, officer, representative, or agent of the **CONSULTANT** who is performing any labor, services, or material under the Contract. Further, **CONSULTANT** shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Each Employee	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000

4. **CONSULTANT** shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.
5. **CONSULTANTS's** insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.
6. Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**
7. **CONSULTANT** will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. **CONSULTANT** will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the **CONSULTANT**.

PROPOSAL SUBMITTAL REQUIREMENTS

The City requires each Proposer to submit a concise proposal using 8 ½” by 11” pages clearly addressing all of the requirements outlined in this RFP. Proposals shall include, at a minimum, the following items:

1. Cover Letter: No more than two (2) pages in length or one (1) double-sided page.
 - Entity name, address, phone, website and email address.
 - The name of the person(s) authorized to represent the Proposer in negotiating and signing any agreement which may result from the proposal.
2. Responses to the RFP: No more than twenty (20) pages in length or ten (10) double-sided pages.
 - Organization chart, number of employees, company information (founding and history, service areas, and awards or other forms of recognition), financial information (filed for bankruptcy in the past, is currently in bankruptcy or has bankruptcy action pending), litigation (list project name and nature of litigation of any past, pending or present litigation, arbitration or dispute relating to the services described herein, that you or your firm has been involved in within the last five (5) years), summary of current workload
 - Qualifications: Please provide documentation of the professional qualifications of the key personnel to be employed. Such documentation shall include, but not be limited to:
 1. Resumes of academic training and employment in the area of grant writing.
 2. List of federal, state, and foundation grants that have been successfully secured over the past five (5) years.
 3. Include three (3) examples of grant applications submitted including pricing methodology used.
 - Program Approach and Price: Please submit a program approach for the completion of the scope of services requested above and price for a three (3) year period. The approach and price, at a minimum, shall include the following:
 1. From a technical perspective, explain why your organization should be selected for performing the services covered under this Request for Proposals

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.

2. 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 Proposals.
 3. Specify address of Firm's designated office where the majority of work on this project will be performed. Indicate percentage total overall 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.
 4. Describe any limitations that may exist that would impact your organization's ability to perform the services covered under this RFP. The City of Key West is an aggressive grant seeker.
 5. Proposed price for a three (3) year period for the scope of services of the RFP. The price includes, but is not limited to, CONSULTANT'S travel costs (meals and lodging), transportation, fringe benefits, clerical support, salaries, general overhead costs, direct expenses, profit and all other out-of-pocket expenses.
 6. Any other material as may be helpful to establish that the respondent has the necessary facilities, ability, and financial resources to furnish the required services in a satisfactory manner.
- Familiarity with Florida and the Florida Keys: Describe experience with grant opportunities in Florida and, particularly, the Florida Keys. Describe the types of grants involved.
 - Client References: Please provide a minimum of three (3) client references for which you have provided a similar service within the past five years of the scope and nature required by this RFP along with contact name, phone number, and email for the references.
3. Attachments: All required attachments listed in Instructions to Proposer.

PROPOSAL FORM

PROPOSER

The name of the Proposer submitting this Proposal is

_____ doing business at

_____, _____, _____, _____
Street City State Zip

Email address

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this ____ day of _____ 20__.

Signature of Proposer

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this ____ day of _____ 20__.

(SEAL)

Name of Corporation

By _____

Title _____

Attest _____
Secretary

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this _____ day of _____ 20____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires:

* * * * *

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited

to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. 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 guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. 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 controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(8), 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 public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and

convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her
(Name of individual signing)

signature in the space provided above on this _____ day of _____, 20____.

My commission expires:

NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by CONSULTANT or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the CONSULTANT or its subcontractors, material men or agents of any tier or their respective employees.

Indemnification by CONSULTANT for Professional Acts. CONSULTANT hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of CONSULTANT'S negligent acts, errors or omissions, or intentional acts in the performance of CONSULTANT'S services, or any of their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and CONSULTANT, they shall be borne by each party in proportion to its negligence.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT or of any third party to whom CONSULTANT may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONSULTANT: _____

SEAL:

Address

Signature

Print Name

Title

DATE: _____

**LOCAL VENDOR CERTIFICATION PURSUANT TO
CITY OF KEY WEST ORDINANCE 09-22 SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name _____ Phone: _____

Current Local Address: _____ Fax: _____

(P.O Box numbers may not be used to establish status)

Length of time at this address: _____

_____ Date: _____

Signature of Authorized Representative

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2015.

By _____, of _____

(Name of officer or agent, title of officer or agent)

(Name of corporation acknowledging)

or has produced identification _____ as identification

(Type of identification)

Signature of Notary

Return completed form with
Supporting documents to:
City of Key West Purchasing

Print, Type or Stamp Name of Notary

Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

Sworn and subscribed before me this _____ day of _____, 20__.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires:

* * * * *

PART 2
SCOPE OF SERVICES

SCOPE OF SERVICES

A. Introduction

The City of Key West requires the services of a qualified individual or firm to identify possible grant opportunities, coordinate with City staff the assimilation and compilation of information and data required to put forth a concise and complete grant application, prepare the grant application, respond to questions and/or requests from the grant making organization and monitor on behalf of the City of Key West the progression of the submitted application until such time the application is awarded or denied. The selected grant writer will be required to abide by all applicable federal, state and local laws and ordinances which may be required in the conduct of performing such services.

B. Scope of Services

The City of Key West is seeking an experienced professional grant writer(s) to work closely with the City of Key West Mayor, City Commission and with City Departments. Specifically, the following services are intended not to be all inclusive but rather a representation of the breadth and depth of experience and skill of the individual/firm the City of Key West is seeking:

1. Through interviews of the Mayor, Commissioners and responsible department representatives, gather information that will easily allow the individual/firm to grasp the concept of a project or program for which funding is sought as defined by the person sponsoring the project or program or the person responsible for carrying it out.
2. Identify prospective grant sources for the project or program.
3. Acquire and maintain sound knowledge and understanding of the organization, and use that knowledge and understanding to better comprehend all projects and programs for which grants will be sought and to recommend the seeking of grants.
4. Compile, write, and edit grant applications exhibiting strong expository writing skills and a high-level command of grammar and spelling.
5. Review the budget of a project or program for which funding is sought and make recommendations to better present it to grant-making organizations.
6. Keep in contact with grant-making organizations during their review of a submitted grant application in order to be able to supply additional supportive material, if required.

7. Grant administration services are performed internal to the organization. Grant writer must demonstrate experience in successfully and collaboratively working in environments where grant writer and grant administration skills are separate.

The selected individual or firm shall be expected to expeditiously perform the necessary services required under this Request for Proposal and must have the capacity to handle multiple grant applications concurrently.

The City is under no obligation under any resulting agreement to limit the number of grant applications it may direct the Consultant to prepare, submit and monitor.

C. Response Evaluation

Responses should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of contents. The selection criteria enumerated in the Consultant Ranking Form will be the principal basis for evaluation.

CITY OF KEY WEST CONSULTANT RANKING FORM

Project Name: Grant Writing Services

Project Number: RFP #16-003

Firm _____

Date _____

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Professional Qualifications of Key Personnel	25	
Program Approach	25	
Familiarity with Local Area	10	
Cost Proposal and Pricing Methodology	30	
Subtotal Points	90	
References	10	
Total Points	100	

PART 3
DRAFT AGREEMENT

DRAFT AGREEMENT

CITY OF KEY WEST

AGREEMENT TO FURNISH

GRANT WRITING

SERVICES

TO THE

CITY OF KEY WEST

October 2015

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 3132 Flagler Avenue, Key West, Florida 33040, hereafter referred to as the "CITY" and _____, a corporation authorized to do business in the State of Florida, whose address is _____, 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 Request for Proposals #16-003 (Exhibit "A") and CONSULTANT'S Proposal (Exhibit "B"), dated _____. The CONSULTANT'S primary responsibilities include, but are not limited to the following:

- 1.1 The CONSULTANT through interviews of the Mayor, Commissioners and responsible department representatives, shall gather information that will easily allow the individual/firm to grasp the concept of a project or program for which funding is sought as defined by the person sponsoring the project or program or the person responsible for carrying it out.
- 1.2 The CONSULTANT shall identify grant sources for the project or program.
- 1.3 The CONSULTANTS shall acquire and maintain sound knowledge and understanding of the organization, and use that knowledge and understanding to better comprehend all projects and programs for which grants will be sought and to recommend the seeking of grants.
- 1.4 The CONSULTANT shall compile, write, and edit grant applications exhibiting strong expository writing skills and a high-level command of grammar and spelling.
- 1.5 The CONSULTANT shall review the budget of a project or program for which funding is sought and make recommendations to better present it to grant-making organizations.
- 1.6 The CONSULTANT shall keep in contact with grant-making organizations during their review of a submitted grant application in order to be able to supply additional supportive material, if required.
- 1.7 The CONSULTANT shall demonstrate experience in successfully and collaboratively working in environments where grant writer and grant administration skills are separate. Grant administration services are performed internal to the organization.

- 1.8 The CONSULTANT shall submit not later than the 10th 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.
- 1.9 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 Lump sum payment in the total, not-to-exceed, fixed amount of _____, which includes compensation for all tasks identified in the consultant's proposal (Exhibit "B"), including but not limited to CONSULTANT'S travel costs (meals and lodging), transportation, fringe benefits, clerical support, salaries, general overhead costs, direct expenses, profit and all other out-of-pocket expenses.
- 2.2 The CITY agrees to remit payment to the CONSULTANT by the 10th day of the following month after receipt of invoice. The fee is inclusive of travel to and from the City of Key West and grant application production cost.
- 2.3 All fees shall be addressed to: _____
_____.

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
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
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 insurance requirements found in CITY'S Request for Proposals #16-003 (Exhibit "A") of this AGREEMENT.
- 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.

4.4 Subconsultants

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

4.5 Licenses

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. Authorization to Proceed

Authorization to proceed will be considered to be given upon execution of this Agreement by CITY.

5.2 City-Furnished Data

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.

5.3. Prompt Notice

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

The duration of the agreement shall be two (2) years commencing from the date this Agreement was entered into, with an option extend the agreement on an optional basis for one (1) year under the same terms and conditions for a total of three years upon mutual agreement of the parties.

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 provided to the City 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 records 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

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

To the fullest extent permitted by law, the INDIVIDUAL/FIRM expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by INDIVIDUAL/FIRM or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the INDIVIDUAL/FIRM or its subcontractors, material men or agents of any tier or their respective employees.

Indemnification by INDIVIDUAL/FIRM for Professional Acts. INDIVIDUAL/FIRM hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of INDIVIDUAL/FIRM'S negligent acts, errors or omissions, or intentional acts in the performance of INDIVIDUAL/FIRM'S services, or any of their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and INDIVIDUAL/FIRM, they shall be borne by each party in proportion to its negligence.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the INDIVIDUAL/FIRM under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the INDIVIDUAL/FIRM or of any third party to whom INDIVIDUAL/FIRM may subcontract

a part or all of the Work. This indemnification shall continue beyond the date of completion of work.

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

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

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:

THE CITY OF KEY WEST

By: _____
Jim Scholl, City Manager

Attest: _____
Name Title

Dated this _____ day of _____, 20_____.

For the CONSULTANT

By: _____
Name Title

Dated this _____ day of _____, 20_____.

See Attached:

Exhibit A – RFP #16-003

Exhibit B – Consultant’s Proposal

PART 4
CONE OF SILENCE ORDINANCE

CONE OF SILENCE ORDINANCE

Sec. 2-773. - Cone of silence.

- (a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- (1) Competitive solicitation means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
 - (2) Cone of silence means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
 - (3) Evaluation or selection committee means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
 - (4) Vendor means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
 - (5) Vendor's representative means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) Prohibited communications. A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
 - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
 - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
 - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) Permitted communications. Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
 - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
 - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
 - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;

- (3) Oral communications at duly noticed pre-bid conferences;
 - (4) Oral presentations before publically noticed evaluation and/or selection committees;
 - (5) Contract discussions during any duly noticed public meeting;
 - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
 - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
 - (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;
- (d) Procedure.
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
 - (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
 - (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.
- (e) Violations/penalties and procedures.
- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
 - (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
 - (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
 - (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
 - (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

(Ord. No. 13-11, § 1, 6-18-2013)