

RESOLUTION NO. 24-124

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, ACCEPTING THE NEGOTIATED AND EXECUTED CONTRACT BETWEEN THE CITY OF KEY WEST AND LANGTON ASSOCIATES, INC. FOR GRANT WRITING AND GRANT ADMINISTRATION SERVICES IN AN AMOUNT NOT TO EXCEED \$1,086,106.00 OVER A PERIOD OF THREE (3) YEARS FROM THE EFFECTIVE DATE OF THE CONTRACT WITH THE OPTION OF A TWO (2) YEAR RENEWAL FOR A TOTAL OF FIVE (5) YEARS; APPROVING ANY NECESSARY BUDGET AMENDMENTS AND TRANSFERS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in Resolution 23-011, the City Commission accepted presentations from the two highest-ranked proposers that responded to RFP 22-005 and determined Langton Associates, Inc. to be the highest ranking and authorized the City Manager to negotiate and execute a contract to provide grant writing and grant administration services, as set forth in the RFP; and

WHEREAS, the negotiated and executed contract is over a period of three (3) years from the effective date of the contract with the option of a two (2) year renewal for a total of five (5) years; and

WHEREAS, the contract's effective date is February 1, 2023; and

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

Section 1: That the attached negotiated and executed contract between the City and Langton Associates, Inc. for Grant Writing and Grant Administration, is hereby accepted and approved in an amount not to exceed \$1,086,106.00.

Section 2: That the City Manager or his designee is hereby authorized to execute any necessary documents, in conformance with terms and conditions contained in the RFP and the Contract, upon advice and consent of the City Attorney.

Section 3: That this contract will be funded from 0011900 5193100 and any necessary budget adjustments are hereby authorized.

Section 4: 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

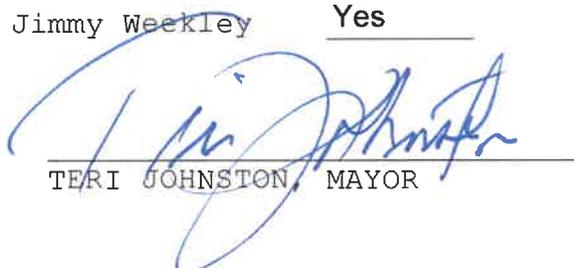
the Commission.

Passed and adopted by the City Commission at a meeting held this 6th day of June, 2024.

Authenticated by the Presiding Officer and Clerk of the Commission on 6th day of June, 2024.

Filed with the Clerk on June 6, 2024.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Lissette Carey	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
\_\_\_\_\_  
TERI JOHNSTON, MAYOR

ATTEST:

  
\_\_\_\_\_  
KERI O'BRIEN, CITY CLERK



**MEMORANDUM**

**Date:** June 6, 2024

**To:** Honorable Mayor and Commissioners

**Via:** Albert P. Childress  
City Manager *APC*

**From:** Christina Bervaldi  
Finance Director

**Subject:** **24-5934 Approving Negotiated and Executed Contract with Langton Associates, Inc. for Grant Writing and Grant Administration Services**

**Introduction**

The City Manager’s Office requests the approval of the attached negotiated and executed “Agreement between City of Key West and Langton Associates, Inc. for Professional Services for Grant Writing and Grant Administration Consultant” with a not to exceed amount of \$1,086,106.00 over a period of three (3) years from the effective date of the Contract with the option of a two (2) year renewal for a total of five (5) years.

**Background**

The Langton Associates contract is currently in Year 2 of the contract executed on February 1, 2023. At a City Commission meeting on January 4, 2023, the City Commission accepted presentations from the two highest-ranked proposers that responded to RFP 22-005. Following the presentations, the City Commission determined Langton Associates to be the highest ranking and authorized the City Manager to negotiate and execute a contract upon advice and consent of the City Attorney (Resolution 23-011). The contract’s effective date is February 1, 2023.

The contract was authorized to be negotiated and executed with Resolution 23-011, but no amount was included. This approval adds a not to exceed amount of \$1,086,106.00 by resolution on the contract per year as follows:

<b><u>Grant Writing</u></b>			<b><u>Grant Administration</u></b>		
<b><u>Year</u></b>	<b><u>Contract Dates</u></b>	<b><u>Amount</u></b>	<b><u>Year</u></b>	<b><u>Contract Dates</u></b>	<b><u>Amount</u></b>
1	2/1/23-1/31/24	\$ 64,890	1	2/1/23-1/31/24	\$148,320
2	2/1/24-1/31/25	\$ 66,836	2	2/1/24-1/31/25	\$148,320
3	2/1/25-1/31/26	\$ 68,841	3	2/1/25-1/31/26	\$148,320
4	2/1/26-1/31/27	\$ 70,906	4	2/1/26-1/31/27	\$148,320
5	2/1/27-1/31/28	<u>\$ 73,033</u>	5	2/1/27-1/31/28	<u>\$148,320</u>
		<b>\$344,506</b>			<b>\$741,600</b>

**Total \$1,086,106.00**

Since the start of this contract, Langton Associates, Inc. has written 37 grant applications. The City has received 17 grant awards totaling \$3.7 million, including a recent FEMA BRIC Phase 1 design grant for Fire Station 3 (with the potential for \$10 million in Phase 2 construction funding).

**Procurement**

The contract with Langton Associates, Inc. is for a not to exceed amount of \$1,086,106.00 total over a period of three (3) years with an option of a two (2) year renewal for a total of five (5) years. The current year of the contract is Year 2, which began on February 1, 2024 and ends January 31, 2025. Each year, grant writing and grant administration services are budgeted in Account 0011900 5193100.

The following is a summary of the expenses paid to date for Year 1 and Year 2 (current) of this contract:

**Grant Writing PO# 100223**

<u>Year</u>	<u>Contract Dates</u>	<u>Amount</u>
1	2/1/23-1/31/24	\$ 64,890
2	2/1/24-1/31/25	\$ 16,709
		<b>\$ 87,169</b>

**Grant Administration PO# 100222**

<u>Year</u>	<u>Contract Dates</u>	<u>Amount</u>
1	2/1/23-1/31/24	\$ 0
2	2/1/24-1/31/25	\$ 10,525
		<b>\$ 10,525</b>

**Recommendation**

The City Manager's Office recommends the City Commission approve the attached negotiated and executed "Agreement between City of Key West and Langton Associates for Professional Services for Grant Writing and Grant Administration Consultant" and adds a not to exceed amount of \$1,086,106.00.

**AGREEMENT**

**between**

**CITY OF KEY WEST**

**and**

**LANGTON ASSOCIATES, INC.**

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**for**

**PROFESSIONAL SERVICES FOR  
GRANT WRITING AND GRANT ADMINISTRATION  
CONSULTANT**

**KEY WEST, FLORIDA**

This is an Agreement between: CITY OF KEY WEST, its successors and assigns, hereinafter referred to as "CITY," and Langton Associates, Inc., a corporation organized under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CONSULTANT".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

## ARTICLE 1

### DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1. Agreement:** This document, Articles 1 through 7, inclusive. Other terms and conditions are included in the CITY's RFP 22-005, CONSULTANT's Response to RFP dated September 21, 2022, exhibits, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. Commissioners:** Members of the City Commission with all legislative powers of the CITY vested therein.
- 1.3. CONSULTANT:** The firm selected to perform the services pursuant to this Agreement.
- 1.4. Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. CITY:** City of Key West.
- 1.6. Task Order:** A detailed description of a particular service or services to be performed by CONSULTANT under this Agreement.

## **ARTICLE 2**

### **PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and generally to express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1. The CONSULTANT is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount authorized under this Agreement in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).
- 2.2. The CITY has selected CONSULTANT to perform the services hereunder based on the Request for Proposals 22-005 incorporated by reference and made a part hereof and the Response to the Request for Proposals from CONSULTANT dated September 21, 2022, incorporated by reference and made a part of.
- 2.3. Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and staff selected by the Commission, and this Agreement incorporates the results of such negotiations.

## **ARTICLE 3**

### **SCOPE OF SERVICES AND STANDARD OF CARE**

- 3.1. CONSULTANT's services may include but are not limited to the following in regard to the Agreement:
  - 3.1.1. Grant Writing
  - 3.1.2. Grant Administration
- 3.2. CONSULTANT's services shall include comprehensive grant writing at the local, state, and federal level in such areas of need as analysis/research/identification/development/review/submittal and grant administration at the local, state, and federal level with priority on the City's American Recovery Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to support the City's established grant administration effort in such areas of need as assessment/planning/reimbursement/compliance/reporting, and any other lawful professional grant services that the CONSULTANT is qualified to provide, and that the CITY authorizes the CONSULTANT to undertake in connection with this Agreement. CONSULTANT shall provide all necessary, incidental and related activities and services as required.

**3.3.** CONSULTANT and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete any particular task order. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Task Order which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work.

Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval or modification of Task Order is at CONSULTANT's sole risk.

**3.4.** The specific services to be provided by the CONSULTANT and the compensation for such services shall be as mutually agreed to in separate Task Orders to this AGREEMENT and in accordance with the Proposal attached hereto as Exhibits E & F or in accordance with the rate/fee scheduled attached hereto as Exhibit A. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT.

3.4.1. Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the CITY.

3.4.2. Task Orders shall be numbered consecutively as specified by CITY. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the CITY if required. Amended Task Orders shall include substantially the same information and be submitted to the CITY for approval.

3.4.3. The CITY may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the CONSULTANT's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.

3.4.4. A Task Order may be terminated at any time, with or without cause, by the CITY upon written notice to CONSULTANT. CONSULTANT shall perform no further work upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the CONSULTANT shall 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 Task Order. The CITY shall not pay for anticipatory profits. The termination of this Agreement pursuant to Paragraph 7.2, hereof, shall constitute the termination of any and all outstanding Task Orders.

3.4.5. The CONSULTANT shall begin services under any Task Order when authorized by a Purchase Order issued by the CITY and delivered to CONSULTANT.

- 3.5. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order as allowed by this Agreement. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.
- 3.6. CONSULTANT shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in CONSULTANT'S field performing such services at the time and place where the services are provided. In the event CONSULTANT does not comply with this standard, and omissions or errors are made by CONSULTANT, CONSULTANT will correct such work that contains errors or omissions at no cost to CITY and reimburse CITY through compensation for damages.
- 3.7. CONSULTANT is required to perform the Task Orders consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the Task Order.

In all Task Orders, where changes to any laws, codes or regulations affecting the Task Order have a Task Ordered effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to CONSULTANT or any sub-consultant, CONSULTANT shall present options for their use or implementation.

#### **ARTICLE 4**

##### **TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;**

The term of this Agreement shall be for a period of three (3) years from the effective date of the Agreement with the option of a two (2) year renewal. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the CITY.

- 4.1. CONSULTANT shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services. Any amendment to such time period must be agreed to by CITY in writing.
- 4.2. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent Task Order. Prior to granting approval for CONSULTANT to proceed to a subsequent Task Order, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit any deliverables/documents for the Contract Administrator's review.
- 4.3. In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Task Order, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate.

It shall be the responsibility of CONSULTANT to notify CITY within 10 days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.

- 4.4. In the event the CONSULTANT fails to substantially complete the Task Order on or before the date specified in its agreement with CITY or if Consultant is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.
- 4.5. In the event CONSULTANT fails to substantially complete the Task Order on or before the date specified in its agreement with CITY, and the failure to complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to CITY its proportional share of any claim or damages to Consultant or CITY arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 7.8, INDEMNIFICATION OF CITY.

## **ARTICLE 5**

### **COMPENSATION AND METHOD OF PAYMENT**

#### **5.1. AMOUNT AND METHOD OF COMPENSATION**

The types of compensation methods, which shall be used to pay for the CONSULTANT's services, are limited to the following:

- 5.1.1. Lump sum payment/Not-to-Exceed, which includes compensation for all the CONSULTANT'S salaries, general overhead costs, direct expenses, and profit.

- 5.1.1.1. If Work timing deviates from the assumed schedule for causes beyond CONSULTANT 's control, CONSULTANT and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change.

- 5.1.1.2. In the event of a change of scope, CITY shall authorize in writing an appropriate and reasonable decrease or increase in compensation.

- 5.1.1.3. Monthly invoicing for grant writing will be based on a lump sum amount for each year paid in twelve (12) even payments for work completed at the end of the preceding month. Monthly invoicing for grant administration will be hourly based.

- 5.1.1.4. The CONSULTANT shall submit wage rates and other actual unit costs supporting the compensation. The CONSULTANT shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the

time of contracting.

- 5.1.1.5. Hourly rates for the contract (CONSULTANT AND Sub-consultants): See attached Exhibit A.
- 5.1.1.6. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless written approval is provided by the CITY. CONSULTANT shall make reasonable efforts to complete the work within the budget and will keep CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.
- 5.1.1.7. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.
- 5.1.1.8. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increased.
- 5.1.1.9. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.
- 5.1.1.10. All sub-consultants' hourly rates shall be billed in the actual amount paid by CONSULTANT.

## **5.2. METHOD OF BILLING**

### **5.2.1. Lump Sum Compensation**

CONSULTANT shall submit billings identifying type of work completed on a monthly basis in a timely manner. These billings shall identify the nature of the work performed and work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, personnel, and expense costs on a task basis, so that totals by task may be determined.

### **5.2.2. Cost (Time) Compensation**

CONSULTANT shall submit billings identifying the type of work completed on a monthly basis in a timely manner for all personnel hours attributable to the Work. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category and name of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Sub-consultant fees must be documented by copies of invoices or receipts that

describe the nature of the expenses and contain the purchase order number or other identifier that clearly indicates the expense is identifiable to the Work. Appropriate CONSULTANT's cost accounting forms with a summary of charges must document internal expenses by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and rates by employee category and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

- 5.2.3. If requested, CONSULTANT shall provide copies of past paid invoices to any subcontractor or sub-consultant prior to receiving payment. CITY reserves the right to pay any subcontractor or sub-consultant, if CONSULTANT has not paid them timely and the services of the subcontractor or sub-consultant are necessary to complete the Work.

### **5.3. METHOD OF PAYMENT**

- 5.3.1. CITY shall pay CONSULTANT within forty-five (45) calendar days from receipt of CONSULTANT's proper invoice with documentation as provided above.
- 5.3.2. In the event CONSULTANT has utilized a Sub-consultant to perform the Work, CONSULTANT will be required to provide documentation that Sub-consultant and Sub-consultants of Sub-consultants have been paid prior to payment being made to CONSULTANT.
- 5.3.3. Payment will be made to CONSULTANT at:

Address: PO Box 37007  
Jacksonville, Florida 32236-7007

## **ARTICLE 6**

### **CITY'S RESPONSIBILITIES**

- 6.1. CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to the Task Order including previous reports and any other relative data.
- 6.2. CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 6.3. CITY shall review the CONSULTANT's itemized deliverables/documents identified in the Task Orders and respond in writing with any comment within the time set forth in the Task Order or within a reasonable time.
- 6.4. CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of any Contract.

## ARTICLE 7

### MISCELLANEOUS

#### **7.1. OWNERSHIP OF DOCUMENTS**

Any and all records provided or created in connection with his Agreement are and shall remain property of CITY. All finished or unfinished documents, data, data matrices, analyses, compiled information and calculations generated and used to evaluate and compute the material requirements for the Task Order, studies, surveys, drawings, maps, models, photographs, analyses, compiled information and reports prepared or provided by CONSULTANT in connection with this Agreement, whether in hard copy or electronic form, shall become the property of CITY, whether the Task Order for which they are made is completed or not. CONSULTANT agrees to perform all actions reasonably requested by CITY (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments). Upon completion of this Agreement or Termination by either party, any and all records relating to the Agreement in the possession of CONSULTANT shall be delivered by the CONSULTANT to the CITY, at no cost to the CITY, within ten (10) days. All such records stored electronically by CONSULTANT shall be delivered to CITY in a format compatible with the CITY'S information technology systems. If applicable, CITY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this Article. CONSULTANT is not responsible for damages caused by the unauthorized re-use by others of any of the materials for another Task Order.

#### **7.2. TERMINATION**

7.2.1. This Agreement may be terminated with or without cause by CITY at any time.

7.2.2. Notice of termination shall be provided in accordance with paragraph 7.12 NOTICES of this Agreement.

7.2.3. In the event this Agreement is terminated, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 7.1 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate,

CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed.

#### **7.3. AUDIT RIGHT AND RETENTION OF RECORDS**

7.3.1. CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to any Task Order. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Task Order.

7.3.2. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, CONSULTANT shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

**7.4. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT, AND EQUAL BENEFITS FOR DOMESTIC PARTNERS**

7.4.1. CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

7.4.2. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully or appropriately used as a basis for service delivery. CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeships), and accessibility.

7.4.3. CONSULTANT shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners.

**7.5. PUBLIC ENTITY CRIMES ACT**

7.5.1. CONSULTANT represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, architect or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY , may not be awarded or perform work as a contractor, supplier, subcontractor, or architect under a contract with CITY , and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in being barred from CITY’s competitive procurement activities.

7.5.2. In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any sub-consultant, has committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

7.5.3. CONSULTANT shall promptly notify CITY if it or any subcontractor or sub-consultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

**7.6. SUB-CONSULTANTS**

CONSULTANT may use the sub-consultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services under this Agreement. The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make determination as to the capability of the sub-consultant to perform properly under this Contract. The CITY’s acceptance of a sub-consultant shall not be unreasonably withheld. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or adding to the list of sub- consultants. The list of sub-consultants submitted and currently approved is as follows:

- a. \_\_\_\_\_ N/A \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

Hourly rates for such said Sub-consultants are as on attached Exhibit A. The CONSULTANT shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the services provided.

## **7.7. ASSIGNMENT AND PERFORMANCE**

- 7.7.1. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 7.6.
- 7.7.2. CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.
- 7.7.3. CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall be in accordance with the standard of care set forth in Paragraph 3.6.
- 7.7.4. CONSULTANT shall not change or replace overall project manager identified in the CONSULTANT's response to the RFP without the Contract Administrator's prior written approval.

## **7.8. INDEMNIFICATION OF CITY**

- 7.8.1. 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 "indemnities") from liabilities, damages, losses and costs, including, but not limited to, 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, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of CONSULTANT's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.
- 7.8.2. 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.

**7.9. INSURANCE**

7.9.1. CONSULTANT 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	\$2,000,000	Per Claim / Aggregate

7.9.2. CONSULTANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies— excepting Professional Liability—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 insurance coverage 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.

7.9.3. Notwithstanding any other provision of the Contract, the CONSULTANT shall maintain complete worker's 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	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

7.9.4. USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage not applicable to this RFP.

7.9.5. CONSULTANT shall give 30 days written notice to the City of Key West in the event of cancellation or material change.

- 7.9.6. 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. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.
- 7.9.7. 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) 809-3741 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONSULTANT.
- 7.9.8. It shall be the responsibility of the CONSULTANT to ensure that all sub-consultants/subcontractors comply with the same insurance requirements as is required of CONSULTANT.
- 7.9.9. 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 required above, 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.

#### **7.10. REPRESENTATIVE OF CITY AND CONSULTANT**

- 7.10.1. The parties recognize that questions in the day-to-day conduct of the Task Order will arise. The Contract Administrator, upon CONSULTANT 's request, subject to approval of the CITY MANAGER, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Task Order shall be addressed.
- 7.10.2. CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT 's representative to whom matters involving the conduct of the Task Order shall be addressed.

#### **7.11. ALL PRIOR AGREEMENTS SUPERSEDED**

- 7.11.1. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and the exhibits attached and/or documents incorporated by reference. Accordingly, the parties agree that no deviation from

the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

7.11.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

## 7.12. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

### FOR THE CITY OF KEY WEST:

City of Key West  
Attn: City Manager  
1300 White Street  
Key West, FL 33040

With copies to:

Carolyn Sheldon  
Contract Administrator  
P.O. Box 1409  
Key West, Florida 33041

### FOR CONSULTANT:

Contact Name: Mike Langton  
Address: PO Box 37007  
Jacksonville, FL 32236-7007

## 7.13. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price for any Task Order and any additions thereto shall be adjusted to exclude any significant sums, by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

## **7.14. INTERPRETATION**

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence or paragraph where they appear, unless the context otherwise requires. Whenever reference is made to a Paragraph or Article of this Agreement, such reference is to the Paragraph or Article as a whole, including all of the subsections of such Paragraph, unless the reference is made to a particular subsection or subparagraph of such Paragraph or Article.

## **7.15. CONSULTANT'S STAFF**

- 7.15.1. CONSULTANT shall provide the key staff identified in their proposal for Task Order as long as such key staffs are in CONSULTANT's employment. Key Staff as referenced in this agreement shall mean [...]
- 7.15.2. CONSULTANT shall obtain prior written approval of Contract Administrator prior to changing key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall be reasonable in evaluating key staff qualifications.
- 7.15.3. Contract Administrator may request removal of any of CONSULTANT's staff at his or her discretion with approval of City Manager or his or her designee.
- 7.15.4. The CITY reserves the right to approve the members of the Consulting Team and the roles they will undertake in the assignment. The CITY's acceptance of a team member shall not be unreasonably withheld.
- 7.15.5. Each assignment issued under this Agreement by the CITY to the CONSULTANT, the CONSULTANT will at the CITY's request, disclose the role, qualifications and hourly rate of each individual working on the assignment.
- 7.15.6. The CITY reserves the right to require replacement of any of the members of the Consulting Team. Any proposed addition or change of members of the Consulting Team initiated by the CONSULTANT must obtain the CITY Representative's prior written approval.
- 7.15.7. In the event of the death, incapacity or termination of employment of any member of the Consulting Team before Completion of the Services, the CONSULTANT shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned subject to section 7.15.
- 7.15.8. The CONSULTANT shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing

individual and is available at the relevant time to act as such replacement or substitute. The CONSULTANT shall without delay forward curriculum vitae of the proposed substitute or replacement to the CITY. The deployment of such substitute or replacement shall be subject to the CITY's consent.

7.15.9. The CONSULTANT shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of members of the Consulting Team.

#### **7.16. INDEPENDENT CONTRACTOR**

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY, nor shall they accrue any of the rights or benefits of a CITY employee. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

#### **7.17. THIRD PARTY BENEFICIARIES**

Neither CONSULTANT nor CITY intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor or sub-consultant, whether named or unnamed, shall be a third party beneficiary of this Agreement.

#### **7.18. CONFLICTS**

7.18.1. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

7.18.2. CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

7.18.3. In the event CONSULTANT is permitted to use sub-consultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such sub-CONSULTANT from having any conflicts as within the meaning of this section, and shall so notify them in writing.

**7.19. CONTINGENCY FEE**

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**7.20. WAIVER OF BREACH AND MATERIALITY**

7.20.1. Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.20.2. CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

**7.21. COMPLIANCE WITH LAWS**

CONSULTANT shall comply with federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement applicable at the time the scope of services was drafted for this agreement and shall obtain all required permits from all jurisdictional agencies to perform the services under this Agreement at its own expense. In addition, at the time each Task Order is executed, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

**7.22. SEVERABILITY**

In the event this Agreement or a term or a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law unless CITY or CONSULTANT elects to terminate this Agreement.

**7.23. JOINT PREPARATION**

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

#### **7.24. PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

#### **7.25. APPLICABLE LAW AND VENUE**

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, litigation or any other legal proceeding shall be Monroe County, Florida, Lower Keys Division of the Circuit Court or the Southern District of Florida. This Agreement is not subject to arbitration.

#### **7.26. INCORPORATION BY REFERENCE**

The attached exhibits are incorporated into and made a part of this Agreement:

Exhibit A – CONSULTANT’s Hourly Rates

Exhibit B – Appendix II to Part 200

Exhibit C – RFP 22-005

Exhibit D - CONSULTANT’s Response to RFP 22-005

Exhibit E – Grant Writing Task Order

Exhibit F – Grant Administration Task Order

#### **7.27. SURVIVAL OF PROVISIONS.**

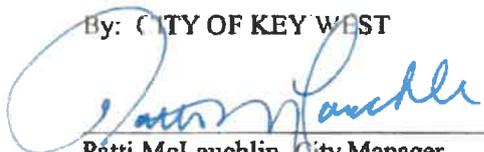
Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

#### **7.28 COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

By: CITY OF KEY WEST

  
Patti McLauchlin, City Manager

By: CONSULTANT

  
(Signature)

MICHAEL LANGSTON, PRESIDENT  
(Print Name and Title)

1<sup>st</sup> day of Feb, 2023

30 day of January, 2023

Attest  
  
Cheryl Smith, City Clerk



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

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Exhibit A  
Hourly Fee Schedule - Langton Consulting 9/21/2022  
**Price Proposal**



**Grant Research and Grant Writing**

Under our current contact with the City of Key West, *Langton Consulting* performs unlimited grant research and grant writing services for an annual lump sum price of \$63,000.00. If selected to continue these services, we propose the same annual lump sum structure, with an option allow for a 3% increase to the annual lump sum price each year, not to exceed five (5) total years, based on performance evaluation by the City Commission and staff.

- Year One** Annual Lump Sum Price: \$64,890.00
- Year Two** Annual Lump Sum Price: \$66,836.00
- Year Three** Annual Lump Sum Price: \$68,841.00
- Year Four** Annual Lump Sum Price: \$70,906.00
- Year Five** Annual Lump Sum Price: \$73,033.00

**Grant Consulting and Grant Administration**

In regards to grant consulting and grant administration fee structures, *Langton Consulting* believes that individual, pre-negotiated, not-to-exceed Task Orders (Time & Materials), based on estimated hours, approved hourly rates by Consultant Position, and allows the freedom and flexibility of performing these services based on the budgetary parameters of the City Departments and assists the Departments with meeting their timeliness deadlines and expenditure timeline requirements. It also allows us to evaluate a fair price for the services based on project size and status of completion.

The following proposed hourly rates include all fringe benefits, salaries, general overhead costs, direct expenses, profit and all other out of pocket expenses.

<b>Item</b>	<b>Position</b>	<b>Hourly Rate</b>
1	Principal Consultant	\$246
2	Senior Consultant	\$234
4	Consultant	\$210
5	Program Administrative Support	\$114
6	Clerical Staff	\$90

These rates are negotiable if selected based on our qualifications and prior services.

**Travel Costs and Materials**

Any travel costs in excess of the two (2) proposed on-site visits per year will be pre-negotiated with City Administrators and will follow the City's internal policies on reimbursement of travel expenses. Any special materials including software, equipment or registration fees required to complete the proposed services within this RFP response, will be pre-negotiated with City Administrators and will be billed in accordance with the City's internal policies on reimbursement of materials.

## **Exhibit B**

### Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

**Exhibit C**

**REQUEST FOR PROPOSALS  
GRANT WRITING AND  
GRANT ADMINISTRATION SERVICES**

**City of Key West RFP # 22-005**



**MAYOR: TERI JOHNSTON**

**COMMISSIONERS:**

**MARY LOU HOOVER  
CLAYTON LOPEZ  
JIMMY WEEKLEY**

**SAM KAUFMAN  
BILLY WARDLOW  
GREG DAVILA**



**SUBJECT:** CITY OF KEY WEST  
REQUEST FOR PROPOSALS # 22-005  
GRANT WRITING AND GRANT  
ADMINISTRATION SERVICES

**ISSUE DATE:** August 24, 2022

**MAIL OR DELIVER RESPONSES  
TO:** City Clerk  
City of Key West  
1300 White Street  
Key West, Florida 33040

**CLARIFICATION SUBMITTAL  
DEADLINE:** September 7, 2022, 3 p.m. LOCAL TIME

**RESPONSES DEADLINE DATE:** September 21, 2022, 3 p.m. LOCAL TIME

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## CITY OF KEY WEST RFP # 22-005

### GRANT WRITING AND GRANT ADMINISTRATION SERVICES

#### A. GENERAL

##### A.1 Purpose

The City of Key West (the “City”) is requesting proposals from qualified consulting firms (“Proposer” or “Respondent”) to provide grant writing services at the local, state, and federal level and grant administration at the local, state, and federal level with priority on the American Recovery Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. The term of the consulting services agreement is expected to be three (3) years with the option of a two (2) year renewal.

##### A.2 Background

Incorporated as a city since January 8, 1828, Key West occupies a 7.243 square mile area encompassing the island of Key West, the portion of Stock Island north of U.S. 1, Sigsbee Park (north, originally known as Dredgers Key), Fleming Key (north), and Sunset Key (west). Both Fleming Key and Sigsbee Park are part of Naval Air Station Key West. The city is the southernmost city in the continental US and is the County seat of Monroe County. Land access is provided by US 1, air access is provided by the Key West International Airport, and sea access by the Port of Key West. The island’s natural perimeter restricts the expansion of its boundaries. Unincorporated Monroe County to the north is the only adjacent local government. The city’s 2021 permanent population is 23,342 with over 3 million visitors annually. The City of Key West is governed by a six-member City Commission and a Mayor. The City Manager is responsible for the complete administrative management and delivery of city services and programs. There are 15 City Departments (including Police and Fire) responsible for 2 marinas, 44 parks and beaches, 1 community pool, 65 miles of city road, 1 assisted living facility, 3 fire stations, 1 pedestrian bridge and 3 boat ramps.

The City is an active participant with grant funding applying for an average of 25 grants per year. An average of 20 grants per year are administered creating the need for assistance with grant administration with priority on the City’s ARPA Coronavirus State and Local Fiscal Recovery Funds (SLFRF) in accordance with the U.S. Treasury’s [Final Rule](#).

The City of Key West, as a Non-Entitlement Unit, was allocated \$12,079,588.00 via the Florida Division of Emergency Management and \$5,018,855 from the Florida Department of Transportation’s Coronavirus State and Local Fiscal Recovery Funds for Port of Key West for a total of \$17,098,443 in SLFRF allocations.

##### A.3 Grant Requirements

The grant writing and grant administration services being sought will be funded in part with federal dollars. The City will comply with 2 CFR 200, Appendix II to Part 200, and applicable funding agreements.

A.4 Small and Minority Business, Women’s Business Enterprises, and Labor Surplus Area Firms

The City of Key West is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The City, its contractors, their suppliers and subcontractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, subcontractor, vendor service, professional service, and supplier utilization. Small and minority businesses, and women’s business enterprises, and labor surplus area firms, referenced in general as MBE’s/WBE’s in this RFP, are encouraged to participate in this RFP.

A.5 Proposed Schedule for RFP 22-005

This is a proposed schedule. The City of Key West reserves the right to change or extend the dates listed below at any time:

- **RFP Advertised** **August 24, 2022**
- **Deadline for written questions** **September 7, 2022, 3:00 p.m.**
- **RFP Submittal Due Date** **September 21, 2022, 3:00 p.m.**
- **Selection Committee Ranking** **September 28, 2022, 10 a.m.**  
**(in person and by Zoom)**

City Hall – City Manager Conference Room 216

Zoom link: <https://cityofkeywest-fl-gov.zoom.us/j/82961691186>

Telephone: (646) 931-3860

Meeting ID: 829 6169 1186

Passcode: 035594

- **City Commission approval** **October 18, 2022**
- **Agreement start date** **October 19, 2022**

## B. SCOPE OF WORK AND SERVICES

Through this RFP, the City seeks professional services from firms with expertise in grant writing and grant administration. The intent is to select a consultant to assist the City of Key West with grant writing at the local, state, and federal level in such areas of need as analysis/research/identification/development/review/submittal and with grant administration at the local, state, and federal level with priority on the City's American Recovery Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to support the City's established grant administration effort in such areas of need as assessment/planning/reimbursement/compliance/reporting.

Grant writing services includes but is not limited to the following and should be addressed in the Respondent's proposal:

- Funding needs analysis – Work with the City's Mayor, City Commission, and Departments to assess funding priority areas, identify new priority areas, identify potential funding sources to match priorities and communicate this information to the City on a regular basis.
- Grant Funding Research – Conduct research to identify all grant resources that support the City's funding needs and priorities.
- Grant Proposal Development – Provide grant proposal writing services associated with the completion of grant applications (preparation, production/compilation, documentation, submittal, and responses to internal and external queries on drafted and submitted proposals). Grant proposal writing is concurrent at times. In addition, the City is under no obligation under any resulting agreement from this RFP to limit the number of grant applications it may direct the Consultant to prepare, submit and monitor.
- Monthly Reports – Provide monthly reports to the City summarizing the amount of time expended and describe activities undertaken during the previous month.

Grant administration services with priority on the City's ARPA Coronavirus State and Local Fiscal Recovery Funds (SLFRF) includes but is not limited to the following and should be addressed in the Respondent's proposal:

- Provide technical advisory services and regulatory compliance expertise to identify authorized uses of ARPA funding and eligibility, review of contracts and purchasing documentation, oversight and guidance to guarantee compliance with OMB Uniform Guidance, 2 CFR, Part 200 including reporting requirements, proper audit and record keeping documentation.
- Provide regular and frequent status reports on the City's ARPA funding.
- Assist the City as needed with meeting financial, administrative, and bookkeeping requirements of new and existing grants, including preparation of drawdown requests.
- Assist the City as needed with meeting record keeping requirements, including the establishment and maintenance of acceptable filing systems.
- Assist the City as needed with contract administration and compliance monitoring requirements.
- Assist the City with developing policies and procedures to comply with grant requirements.

- Furnish the City with the necessary tools and support, including required forms, grant administration training, and other aids, to implement project activities for awarded grants.
- Act as liaison between the City, its other consultants and contractors, and applicable regulatory and funding agencies.
- Prepare and coordinate the submission of the appropriate documents for grant closeout and completion.

## C. RESPONSE INFORMATION

### C.1 Response Information

The evaluation of the RFP will be based on a respondent’s aptitude, experience and approach to tasks as identified herein by the City. Responses should be submitted to the address by the date and time listed in the submission details. The City will not be responsible for submittals that are delinquent, lost, mismarked, or sent to an address other than that given above. The City reserves the right, after opening the submittal, to reject any or all proposals, or to accept the proposal(s) that in its sole judgment is (are) in the best interest of the City. Also, the City will not be responsible for proposals submitted after the specified date and time.

All questions from any respondent regarding the RFP or matters relating thereto must be submitted to Carolyn Sheldon [Grants@cityofkeywest-fl.gov](mailto:Grants@cityofkeywest-fl.gov) via email no later than **3:00 p.m. on September 7, 2022**. Verbal communications, per the City’s “Cone of Silence” ordinance are not allowed. Each question must identify the section number in this RFP for which clarification is being requested. The City will respond to all properly submitted questions by addendum at least five (5) business days prior to the date that the Proposals are due. All questions will be posted as an addendum at [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov) and [www.DemandStar.com](http://www.DemandStar.com).

### C.2 Submission Details

1. **Submit to:**  
  
City Clerk, City of Key West  
1300 White Street  
Key West, Florida 33040
2. **Due Date: September 21, 2022** NO LATER THAN 3 PM
3. **Identification of Responses:**

Responses shall be submitted in a sealed envelope, clearly marked on the outside “**Proposals for Grant Writing and Grant Administration Services, RFP # 22-005.**” addressed and delivered to the City Clerk at the address and by the date and time noted above.

### C.3 Number of Copies

Applicants shall submit one (1) printed copy and (2) two flash drives, each with a single PDF file of the complete proposal submitted. PDF shall be named “*Firm Name RFP #22-005.*”

### C.4 Response Preparation Costs

Response preparation costs are the applicant’s total responsibility.

### C.5 Authorized Signature

The initial response must contain the signature of a duly authorized officer or agent of the proposer’s company empowered with the right to bind the respondent to the RFP. The respondent must provide evidence of the authority of the officer or agent to bind the respondent.

### C.6 Property of the City and Period of Valid Responses

All responses and related materials provided to the City related to this RFP will become the property of the City of Key West and shall be valid for ninety (90) days from the date of submittal. The City may hold responses for a period of up to ninety (90) days without taking action.

### C.7 License Requirements

The selected respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

### C.8 Insurance /Indemnification

Per Paragraph 7.9 in Appendix A (Sample Contract)

### C.9 Cone of Silence

Pursuant to Section 2-773 of the City of Key West Code of Ordinances, as amended, a “Cone of Silence” shall be in effect during the course of a competitive solicitation. Cone of Silence Affidavit, attached hereto under Exhibit A.

### C.10 Response Evaluation

Responses will be ranked in accordance with the Selection Criteria attached hereto as Exhibit B, Selection Criteria and Scoring Worksheet.

### C.11 Response Selection Process

All complete and responsive submittals will be evaluated, scored, and ranked by a City Manager appointed selection committee at a publicly noticed meeting. The City of Key West reserves the right

to ask questions, seek clarification of any or all responding firms or teams as part of its evaluation. Evaluation and ranking will be accomplished using the Selection Criteria and Scoring Worksheet (Exhibit B). Each respondent may be required to make a presentation of no more than ten (10) minutes to the City Commission; the exact length of the presentation is up to the discretion of the Commission. Final award will be made by the City Commission, based solely on that response which, in their opinion, is in the best interest of the City of Key West, all factors considered, notwithstanding the City Manager appointed selection committee ranking.

A final contract, including a detailed scope and fee, must be negotiated by the City Manager, and then approved by the City Commission. The City reserves the right, without qualification, to exercise discretion and apply its judgment with respect to any responses submitted, as well as to reject all responses. The selected respondent must NOT be debarred from any federal and/or state agency. A review of the respondent's status on SAM.gov will be conducted.

#### C.12 Response Content

The City requires the Proposer to submit a concise narrative clearly addressing all the requirements outlined in this RFP. Responses must include, at a minimum, the following sections in the order indicated.

1. *Cover Letter* – No more than one page
2. *Information Page* – Include project name, name of vendor (prime) submitting the response, contact information for the person who will act as project manager and contact information for the person who has authority to make representations for the firm, including name, title, address, telephone and fax numbers and email addresses.
3. *Organization Chart* – Show prime consultant, sub-consultants, key staff, areas of responsibility and location of personnel.
4. *Company Information* – Background information about the vendor and each subcontractor and the services each provides.
5. *Approach and Methodology* – Describe the firm's plan to perform grant writing and grant administration and how the firm will implement the plan taking into consideration the City's very active participation with grants. Descriptions should enable the City to assess the Proposer's capability to perform requested services in a structured and efficient manner.
6. *Personnel* – Resumes of the principal(s) assigned to the project and key staff, and/or subcontractors available to support the proposed efforts.
7. *Qualifications* – *Representative federal financial knowledge regarding grants (from similar assignments/projects) and depth of experience of key staff* – Narrative

description of similar assignments for the firm and each subcontractor connected with providing similar project work. Depth of experience of key staff/team members and demonstration of capacity to work successfully together on similar projects should be included. List a minimum of five (5) funded grants in the last three (3) years which you developed detailing the funding source, amount requested, and amount funded. List a minimum of five (5) grants you administered, in whole or in part, during the last three (3) years.

8. *Client References* – Submit at least three (3) references for similar assignments (projects) which were conducted by the team, including other agency/client’s contact names, telephone numbers, and email addresses.
9. *Sworn Statements and Affidavits* – The Consultant shall have signed and returned all forms attached herein as Exhibit A (Anti-Kickback, Non-Collusion, Public Entity Crimes, Equal Benefits for Domestic Partners, Cone of Silence, Scrutinized Companies List, Indemnification).
10. *Cost Proposal* – Using the Cost Proposal form in Exhibit C, provide your cost proposal to accomplish the scope of work outlined in Section B of this RFP. The cost must include all foreseeable costs and reimbursable expenditures that are deemed necessary to successfully complete these activities with future cost increases included such as travel costs, transportation, fringe benefits, clerical support, salaries, general overhead costs, direct expenses, profit and all other out-of-pocket expenses. Grant writing services will be lump sum. Grant administration will be by position, hourly rate, hours per month to estimate the total cost per month and annual cost. Please note that the lowest bid will not be used as the sole basis for entering into this contract.

**Total proposal length (not including required forms, Sworn Statements, or Affidavits) will not exceed 10 double (20 single) side pages.**

#### C.13 Selection Criteria Details

The competitive selection process provided for this RFP will focus on the criteria set forth in Exhibit B, Proposal Ranking Form and Scoring Worksheet. Company experience, staffing, capabilities, approach and methodology, qualifications and references, cost/price, and use of MBE’s/WBE’s will be assessed by the Selection Committee to rank RFP submittals. Proposers shall include sufficient information to allow the Selection Committee to thoroughly evaluate and score their proposals. The contract will be awarded to the most qualified proposer per the Selection Criteria and Scoring Worksheet in Exhibit B.

Proposers are urged to review additional details regarding the selection criteria in the Scoring Worksheet in Exhibit B.

**Exhibit A: Affidavits and Certifications**

**ANTI-KICKBACK AFFIDAVIT**

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

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

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein response will be paid to any employee 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 to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of Notary Public- State of Florida)

\_\_\_\_\_  
(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

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

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

I, the undersigned hereby 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 this Contract.

BY: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

(NOTARY SEAL) \_\_\_\_\_  
(Signature of Notary Public- State of Florida)  
\_\_\_\_\_  
(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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 for \_\_\_\_\_  
(print individual's name and title)

by \_\_\_\_\_  
(print 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): \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or 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.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that 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 agent 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 of 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.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute 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.
6. Based on 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, or 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 has been a subsequent proceeding 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 this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER

31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

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

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

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public- State of Florida)  
(NOTARY SEAL)

\_\_\_\_\_  
(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

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

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 to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ]  
online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**CONE OF SILENCE AFFIDAVIT**

**Pursuant to City of Key West Code of Ordinances Section 2-773 (attached below)**

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

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of \_\_\_\_\_ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(date)

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)  
(NOTARY SEAL) \_\_\_\_\_  
(Signature of Notary Public – State of Florida)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**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 publicly 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*)

**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: \_\_\_\_\_  
Vendor FEIN: \_\_\_\_\_  
Vendor's Authorized Representative Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF RESPONDENT, I HEREBY CERTIFY THAT THE COMPANY IDENTIFIED ABOVE IN THE SECTION ENTITLED "RESPONDENT VENDOR NAME" IS NOT LISTED ON EITHER THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST I UNDERSTAND THAT PURSUANT TO SECTION 287.135, FLORIDA STATUTES, THE SUBMISSION OF A FALSE CERTIFICATION MAY SUBJECT SUCH COMPANY TO CIVIL PENALTIES, ATTORNEY'S FEES, AND/OR COSTS AND TERMINATION OF THE CONTRACT AT THE OPTION OF THE AWARDING GOVERNMENTAL ENTITY.

CERTIFIED BY: \_\_\_\_\_,  
*PRINT NAME* *PRINT TITLE*

WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.

Authorized Signature: \_\_\_\_\_

## **CITY OF KEY WEST INDEMNIFICATION FORM**

PROPOSER agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, City's Consultant, agents, servants and employees, including volunteers, from and against any and all claims, debts, 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 PROPOSER, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The PROPOSER 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. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes. PROPOSER understands and agrees that any and all liabilities regarding the use of any subcontractor for services related to this agreement shall be borne solely by the PROPOSER. Ten dollars of the consideration paid by the City is acknowledged by PROPOSER as separate, good and sufficient consideration for this indemnification.

This indemnification shall be interpreted to comply with Section 725.06 and 725.08, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, PROPOSER shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate PROPOSER to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by PROPOSER, or persons employed or utilized by PROPOSER.

The PROPOSER's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the PROPOSER's limit of or lack of sufficient insurance protection.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

COMPANY SEAL

PROPOSER:

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTARY FOR THE PROPOSER

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

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

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

Signature of Notary \_\_\_\_\_ Print, Type or Stamp Name of Notary

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced

\_\_\_\_\_

**Exhibit B: Proposal Ranking Form and Scoring Worksheet**

Project Name: **Grant Writing and Grant Administration Services**

Project Number: **RFP #22-005**

Firm

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Date

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<b>SELECTION CRITERIA</b>	<b>POINTS ALLOWED</b>	<b>POINTS SCORED</b>
Company experience, staffing, and capabilities	30	
Approach and Methodology	20	
Qualifications and References	30	
Cost/Price	15	
Use of MBE's/WBE's	5	
<b>Total Points</b>	<b>100</b>	

EXHIBIT B				
RFP 22-005 Scoring Worksheet: Grant Writing and Grant Administration Services				
Firm Name:				
	Range of possible scores per criterion	Score assigned		Comments/considerations
<b>Company experience, staffing, and capabilities</b>				
Unresponsive	0-4		Submittal lacks required information to evaluate the proposal or firm demonstrates no experience in grant writing or grant administration.	
Acceptable	5-10		Consultant team members have less than 5 years experience writing and administering grants. Firm has some directly related experience and has completed limited grant writing and grant administration	
Advantageous	11-20		Consultant team members have at least 5 years experience writing and administering grants. Firm has significant experience completing multiple projects that reflect the scope in RFP Section B.	
Highly advantageous	21-30		Consultant team members have experience that surpasses aforementioned standards. Highly experienced firm has completed extensive work on complex grant writing and grant administration projects. Firm has a significant track record of highly successful work demonstrating expert knowledge and skill.	
<b>Criterion score</b>		<b>0</b>		
<b>Approach and Methodology</b>				
Unresponsive	0-4		Submittal lacks required information to evaluate the proposal or approach and methodology are not clearly stated.	
Acceptable	5-10		Firm's approach and methodology includes a satisfactory description of a plan to perform grant writing and ARPA grant administration as well as how they will implement that plan.	
Advantageous	11 - 15		Firm's approach and methodology includes a clear and concise description of a plan to perform grant writing and ARPA grant administration as well as implementation of that plan.	
Highly advantageous	15 - 20		Firm's approach and methodology provides comprehensive planning and implementation of grant consulting services surpassing aforementioned standards .	
<b>Criterion score</b>		<b>0</b>		
<b>Qualifications and References</b>				
Unresponsive	0-4		Submittal lacks required information to evaluate the proposal or firm demonstrates minimal qualifications and references.	
Acceptable	5-10		Firm provided some information showing team's performance, capacity to work successfully together and depth of experience on similar assignments ; submittal includes less than 5 examples of successfully funded grants and less than 5 examples of administered grants; submittal includes 3 references	

EXHIBIT B				
RFP 22-005 Scoring Worksheet: Grant Writing and Grant Administration Services				
Firm Name:				
	Range of possible scores per criterion	Score assigned		Comments/considerations
Advantageous	11-20		Firm's narrative demonstrates team's performance, capacity to work successfully together and depth of experience on similar assignments ; submittal includes 5 examples of successfully funded grants and 5 examples of administered grants; submittal includes 3 references	
Highly advantageous	21-30		Firm's performance, capacity to work successfully together and depth of experience surpasses aforementioned standards demonstrating exemplary grant writing and grant administration services, submittal includes 3 references	
Criterion score		0		
Cost/Price	0-15			
Formula score between 0 & 5 (Score determined by formula: negative score gets 0)	0-5		Cost scores are determined by the proposal with the lowest total cost; lowest total cost gets the maximum number of cost points; remaining proposals are rated using the following formula  $[1 - (B-A)/A] \times C = \text{Final Cost Score}$ A = lowest Offeror's cost B = Offeror's cost being scored C = maximum number of cost points available	
Formula score between 6 & 10 (Score determined by formula)	6-10		Cost scores are determined by the proposal with the lowest total cost; lowest total cost gets the maximum number of cost points; remaining proposals are rated using the following formula  $[1 - (B-A)/A] \times C = \text{Final Cost Score}$ A = lowest Offeror's cost B = Offeror's cost being scored C = maximum number of cost points available	
Formula score between 11 & 14 (Score determined by formula)	11-14		Cost scores are determined by the proposal with the lowest total cost; lowest total cost gets the maximum number of cost points; remaining proposals are rated using the following formula  $[1 - (B-A)/A] \times C = \text{Final Cost Score}$ A = lowest Offeror's cost B = Offeror's cost being scored C = maximum number of cost points available	
Lowest cost proposal (Gets max points)	15		Cost scores are determined by the proposal with the lowest total cost; lowest total cost gets the maximum number of cost points; remaining proposals are rated using the following formula  $[1 - (B-A)/A] \times C = \text{Final Cost Score}$ A = lowest Offeror's cost B = Offeror's cost being scored C = maximum number of cost points available	
Criterion score		0		

EXHIBIT B				
RFP 22-005 Scoring Worksheet: Grant Writing and Grant Administration Services				
Firm Name:				
	Range of possible scores per criterion	Score assigned		Comments/considerations
<b>Use of MBE's/WBE's</b>	<b>0-5</b>			
Unresponsive	0		Submittal lacks required information to evaluate the proposal or use of DBE's/MBE's is not planned.	
Acceptable	1-2		Response includes a plan to comply with the six (6) affirmative steps outlined in 2 CFR 200.321, including requiring subconsultants to take these affirmative steps.	
Advantageous	3-4		Response includes a plan to comply with the six (6) affirmative steps outlined in 2 CFR 200.321, including requiring subconsultants to take these affirmative steps and respondent lists 1 potential MBE/WBE to contract with.	
Highly advantageous	5		Response includes a plan to comply with the six (6) affirmative steps outlined in 2 CFR 200.321, including requiring subconsultants to take these affirmative steps and respondent lists 2 or more potential MBEs/WBEs to contract with.	
<b>Criterion score</b>		<b>0</b>		
<b>Total firm score</b>		<b>0</b>		

### Exhibit C: Cost Proposal

Consultant Name: \_\_\_\_\_

Project Name: **Grant Writing and Grant Administration Services**

Project Number: **RFP #22-005**

**Grant Writing Services (lump sum):** Please enter a lump sum amount for each year to be paid monthly in twelve (12) even payments. The annual amounts should be all-inclusive and include any anticipated increases over the years. Refer to Section C.12, Item 10 Cost Proposal.

Year	Lump Amount
Year 1	\$
Year 2	\$
Year 3	\$
Year 4 – (Year 1 of two-year option to renew)	\$
Year 5 – (Year 2 of two-year option to renew)	\$
<b>Total Grant Writing Services Amount</b>	\$

**Grant Administration Services (hourly):** Please enter staff position, all-inclusive hourly rate with anticipated increases over the years, hours per month, and total cost per month. Refer to Section C.12, Item 10 Cost Proposal.

Staff Position	Hourly Rate	Hours per Month	Total Cost per Month
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total Estimated Monthly Cost of Grant Administration			A) \$
Total Estimated Annual Cost of Grant Administration		(A x 12) B)	\$
Total Estimated 5-Year Cost of Grant Administration		(B x 5) C)	\$

<b>5-Year Total Grant Writing PLUS Grant Administration (This total used for scoring)</b>	\$
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**APPENDIX A: SAMPLE CONTRACT**

(subject to negotiation)

**THE FOLLOWING AGREEMENT IS A  
DRAFT AGREEMENT AND SHOULD  
NOT BE FILLED OUT AS PART OF THE  
SUBMISSION PACKAGE. FINAL  
AGREEMENT WILL BE IN  
SUBSTANTIAL CONFORMANCE WITH  
THE ATTACHED**

**AGREEMENT**

**between**

**CITY OF KEY WEST**

**and**

---

**for**

**PROFESSIONAL SERVICES FOR  
GRANT WRITING AND GRANT ADMINISTRATION  
CONSULTANT**

**KEY WEST, FLORIDA**

This is an Agreement between: CITY OF KEY WEST, its successors and assigns, hereinafter referred to as "CITY," and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, its successors and assigns, hereinafter referred to as "CONSULTANT".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

## ARTICLE 1

### DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1. Agreement:** This document, Articles 1 through 7, inclusive. Other terms and conditions are included in the CITY's RFP 22-005, CONSULTANT's Response to RFP dated \_\_\_\_\_, 20\_\_, exhibits, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. Commissioners:** Members of the City Commission with all legislative powers of the CITY vested therein.
- 1.3. CONSULTANT:** The firm selected to perform the services pursuant to this Agreement.
- 1.4. Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. CITY:** City of Key West.
- 1.6. Task Order:** A detailed description of a particular service or services to be performed by CONSULTANT under this Agreement.

## ARTICLE 2

### PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and generally to express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1. The CONSULTANT is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount authorized under this Agreement in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).
- 2.2. The CITY has selected CONSULTANT to perform the services hereunder based on the Request for Proposals \_\_\_\_\_ incorporated by reference and made a part hereof and the Response to the Request for Proposals from CONSULTANT dated \_\_\_\_\_, 20\_\_\_, incorporated by reference and made a part of.
- 2.3. Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and staff selected by the Commission, and this Agreement incorporates the results of such negotiations.

## ARTICLE 3

### SCOPE OF SERVICES AND STANDARD OF CARE

- 3.1. CONSULTANT's services may include but are not limited to the following in regard to the Agreement:
  - 3.1.1. Grant Writing
  - 3.1.2. Grant Administration
- 3.2. CONSULTANT's services shall include comprehensive grant writing at the local, state, and federal level in such areas of need as analysis/research/identification/development/review/submittal and grant administration at the local, state, and federal level with priority on the City's American Recovery Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to support the City's established grant administration effort in such areas of need as assessment/planning/reimbursement/compliance/reporting, and any other lawful professional grant services that the CONSULTANT is qualified to provide, and that the CITY authorizes the CONSULTANT to undertake in connection with this Agreement. CONSULTANT shall provide all necessary, incidental and related activities and services as required.

**3.3.** CONSULTANT and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete any particular task order. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Task Order which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work.

Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval or modification of Task Order is at CONSULTANT's sole risk.

**3.4.** The specific services to be provided by the CONSULTANT and the compensation for such services shall be as mutually agreed to in separate Task Orders to this AGREEMENT and in accordance with the Proposal attached hereto as Exhibit \_\_\_\_ or in accordance with the rate/fee scheduled attached hereto as Exhibit \_\_\_\_. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT.

3.4.1. Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the CITY.

3.4.2. Task Orders shall be numbered consecutively as specified by CITY. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the CITY if required. Amended Task Orders shall include substantially the same information and be submitted to the CITY for approval.

3.4.3. The CITY may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the CONSULTANT's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.

3.4.4. A Task Order may be terminated at any time, with or without cause, by the CITY upon written notice to CONSULTANT. CONSULTANT shall perform no further work upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the CONSULTANT shall 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 Task Order. The CITY shall not pay for anticipatory profits. The termination of this Agreement pursuant to Paragraph 7.2, hereof, shall constitute the termination of any and all outstanding Task Orders.

3.4.5. The CONSULTANT shall begin services under any Task Order when authorized by a Purchase Order issued by the CITY and delivered to CONSULTANT.

- 3.5. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order as allowed by this Agreement. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.
- 3.6. CONSULTANT shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in CONSULTANT'S field performing such services at the time and place where the services are provided. In the event CONSULTANT does not comply with this standard, and omissions or errors are made by CONSULTANT, CONSULTANT will correct such work that contains errors or omissions at no cost to CITY and reimburse CITY through compensation for damages.
- 3.7. CONSULTANT is required to perform the Task Orders consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the Task Order.

In all Task Orders, where changes to any laws, codes or regulations affecting the Task Order have a Task Ordered effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to CONSULTANT or any sub-consultant, CONSULTANT shall present options for their use or implementation.

#### **ARTICLE 4**

##### **TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;**

The term of this Agreement shall be for a period of three (3) years from the effective date of the Agreement with the option of a two (2) year renewal. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the CITY.

- 4.1. CONSULTANT shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services. Any amendment to such time period must be agreed to by CITY in writing.
- 4.2. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent Task Order. Prior to granting approval for CONSULTANT to proceed to a subsequent Task Order, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit any deliverables/documents for the Contract Administrator's review.
- 4.3. In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Task Order, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate.

It shall be the responsibility of CONSULTANT to notify CITY within 10 days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.

- 4.4. In the event the CONSULTANT fails to substantially complete the Task Order on or before the date specified in its agreement with CITY or if Consultant is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.
- 4.5. In the event CONSULTANT fails to substantially complete the Task Order on or before the date specified in its agreement with CITY, and the failure to complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to CITY its proportional share of any claim or damages to Consultant or CITY arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 7.8, INDEMNIFICATION OF CITY.

## ARTICLE 5

### COMPENSATION AND METHOD OF PAYMENT

#### **5.1. AMOUNT AND METHOD OF COMPENSATION**

The types of compensation methods, which shall be used to pay for the CONSULTANT's services, are limited to the following:

- 5.1.1. Lump sum payment/Not-to-Exceed, which includes compensation for all the CONSULTANT'S salaries, general overhead costs, direct expenses, and profit.
  - 5.1.1.1. If Work timing deviates from the assumed schedule for causes beyond CONSULTANT 's control, CONSULTANT and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change.
  - 5.1.1.2. In the event of a change of scope, CITY shall authorize in writing an appropriate and reasonable decrease or increase in compensation.
  - 5.1.1.3. Monthly invoicing for grant writing will be based on a lump sum amount for each year paid in twelve (12) even payments for work completed at the end of the preceding month. Monthly invoicing for grant administration will be hourly based.
  - 5.1.1.4. The CONSULTANT shall submit wage rates and other actual unit costs supporting the compensation. The CONSULTANT shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the

time of contracting.

- 5.1.1.5. Hourly rates for the contract (CONSULTANT AND Sub-consultants): See attached Exhibit A.
- 5.1.1.6. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless written approval is provided by the CITY. CONSULTANT shall make reasonable efforts to complete the work within the budget and will keep CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.
- 5.1.1.7. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.
- 5.1.1.8. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increased.
- 5.1.1.9. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.
- 5.1.1.10. All sub-consultants' hourly rates shall be billed in the actual amount paid by CONSULTANT.

## **5.2. METHOD OF BILLING**

### **5.2.1. Lump Sum Compensation**

CONSULTANT shall submit billings identifying type of work completed on a monthly basis in a timely manner. These billings shall identify the nature of the work performed and work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, personnel, and expense costs on a task basis, so that totals by task may be determined.

### **5.2.2. Cost (Time) Compensation**

CONSULTANT shall submit billings identifying the type of work completed on a monthly basis in a timely manner for all personnel hours attributable to the Work. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category and name of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Sub-consultant fees must be documented by copies of invoices or receipts that

describe the nature of the expenses and contain the purchase order number or other identifier that clearly indicates the expense is identifiable to the Work. Appropriate CONSULTANT's cost accounting forms with a summary of charges must document internal expenses by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and rates by employee category and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

- 5.2.3. If requested, CONSULTANT shall provide copies of past paid invoices to any subcontractor or sub-consultant prior to receiving payment. CITY reserves the right to pay any subcontractor or sub-consultant, if CONSULTANT has not paid them timely and the services of the subcontractor or sub-consultant are necessary to complete the Work.

**5.3. METHOD OF PAYMENT**

- 5.3.1. CITY shall pay CONSULTANT within forty-five (45) calendar days from receipt of CONSULTANT's proper invoice with documentation as provided above.
- 5.3.2. In the event CONSULTANT has utilized a Sub-consultant to perform the Work, CONSULTANT will be required to provide documentation that Sub-consultant and Sub-consultants of Sub-consultants have been paid prior to payment being made to CONSULTANT.
- 5.3.3. Payment will be made to CONSULTANT at:

Address: \_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 6**

**CITY'S RESPONSIBILITIES**

- 6.1. CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to the Task Order including previous reports and any other relative data.
- 6.2. CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 6.3. CITY shall review the CONSULTANT's itemized deliverables/documents identified in the Task Orders and respond in writing with any comment within the time set forth in the Task Order or within a reasonable time.
- 6.4. CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of any Contract.

## ARTICLE 7

### MISCELLANEOUS

#### **7.1. OWNERSHIP OF DOCUMENTS**

Any and all records provided or created in connection with his Agreement are and shall remain property of CITY. All finished or unfinished documents, data, data matrices, analyses, compiled information and calculations generated and used to evaluate and compute the material requirements for the Task Order, studies, surveys, drawings, maps, models, photographs, analyses, compiled information and reports prepared or provided by CONSULTANT in connection with this Agreement, whether in hard copy or electronic form, shall become the property of CITY, whether the Task Order for which they are made is completed or not. CONSULTANT agrees to perform all actions reasonably requested by CITY (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments). Upon completion of this Agreement or Termination by either party, any and all records relating to the Agreement in the possession of CONSULTANT shall be delivered by the CONSULTANT to the CITY, at no cost to the CITY, within ten (10) days. All such records stored electronically by CONSULTANT shall be delivered to CITY in a format compatible with the CITY'S information technology systems. If applicable, CITY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this Article. CONSULTANT is not responsible for damages caused by the unauthorized re-use by others of any of the materials for another Task Order.

#### **7.2. TERMINATION**

7.2.1. This Agreement may be terminated with or without cause by CITY at any time.

7.2.2. Notice of termination shall be provided in accordance with paragraph 7.12 NOTICES of this Agreement.

7.2.3. In the event this Agreement is terminated, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 7.1 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate,

CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed.

#### **7.3. AUDIT RIGHT AND RETENTION OF RECORDS**

7.3.1. CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to any Task Order. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Task Order.

7.3.2. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, CONSULTANT shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

**7.4. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT, AND EQUAL BENEFITS FOR DOMESTIC PARTNERS**

7.4.1. CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

7.4.2. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully or appropriately used as a basis for service delivery. CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeships), and accessibility.

7.4.3. CONSULTANT shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners.

**7.5. PUBLIC ENTITY CRIMES ACT**

- 7.5.1. CONSULTANT represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, architect or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY , may not be awarded or perform work as a contractor, supplier, subcontractor, or architect under a contract with CITY , and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in being barred from CITY’s competitive procurement activities.
  
- 7.5.2. In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any sub-consultant, has committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.
  
- 7.5.3. CONSULTANT shall promptly notify CITY if it or any subcontractor or sub-consultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

**7.6. SUB-CONSULTANTS**

CONSULTANT may use the sub-consultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services under this Agreement. The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make determination as to the capability of the sub-consultant to perform properly under this Contract. The CITY’s acceptance of a sub-consultant shall not be unreasonably withheld. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or adding to the list of sub- consultants. The list of sub-consultants submitted and currently approved is as follows:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

Hourly rates for such said Sub-consultants are as on attached Exhibit A. The CONSULTANT shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the services provided.

## **7.7. ASSIGNMENT AND PERFORMANCE**

- 7.7.1. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 7.6.
- 7.7.2. CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.
- 7.7.3. CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall be in accordance with the standard of care set forth in Paragraph 3.6.
- 7.7.4. CONSULTANT shall not change or replace overall project manager identified in the CONSULTANT's response to the RFP without the Contract Administrator's prior written approval.

## **7.8. INDEMNIFICATION OF CITY**

- 7.8.1. 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 "indemnities") from liabilities, damages, losses and costs, including, but not limited to, 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, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of CONSULTANT's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.
- 7.8.2. 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.

**7.9. INSURANCE**

7.9.1. CONSULTANT 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	\$2,000,000	Per Claim / Aggregate

7.9.2. CONSULTANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies— excepting Professional Liability—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 insurance coverage 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.

7.9.3. Notwithstanding any other provision of the Contract, the CONSULTANT shall maintain complete worker’s 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	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

7.9.4. USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage not applicable to this RFP.

7.9.5. CONSULTANT shall give 30 days written notice to the City of Key West in the event of cancellation or material change.

- 7.9.6. 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. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.
- 7.9.7. 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) 809-3741 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONSULTANT.
- 7.9.8. It shall be the responsibility of the CONSULTANT to ensure that all sub-consultants/subcontractors comply with the same insurance requirements as is required of CONSULTANT.
- 7.9.9. 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 required above, 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.

#### **7.10. REPRESENTATIVE OF CITY AND CONSULTANT**

- 7.10.1. The parties recognize that questions in the day-to-day conduct of the Task Order will arise. The Contract Administrator, upon CONSULTANT 's request, subject to approval of the CITY MANAGER, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Task Order shall be addressed.
- 7.10.2. CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT 's representative to whom matters involving the conduct of the Task Order shall be addressed.

#### **7.11. ALL PRIOR AGREEMENTS SUPERSEDED**

- 7.11.1. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and the exhibits attached and/or documents incorporated by reference. Accordingly, the parties agree that no deviation from

the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

7.11.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**7.12. NOTICES**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR THE CITY OF KEY WEST:

City of Key West  
Attn: City Manager  
1300 White Street  
Key West, FL 33040

With copies to:

Contract Administrator  
P.O. Box 1409  
Key West, Florida 33041

FOR CONSULTANT:

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**7.13. TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price for any Task Order and any additions thereto shall be adjusted to exclude any significant sums, by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

**7.14. INTERPRETATION**

The language of this Agreement has been agreed to by both parties to express their mutual

intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence or paragraph where they appear, unless the context otherwise requires. Whenever reference is made to a Paragraph or Article of this Agreement, such reference is to the Paragraph or Article as a whole, including all of the subsections of such Paragraph, unless the reference is made to a particular subsection or subparagraph of such Paragraph or Article.

#### **7.15. CONSULTANT'S STAFF**

- 7.15.1. CONSULTANT shall provide the key staff identified in their proposal for Task Order as long as such key staffs are in CONSULTANT's employment. Key Staff as referenced in this agreement shall mean [...]
- 7.15.2. CONSULTANT shall obtain prior written approval of Contract Administrator prior to changing key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall be reasonable in evaluating key staff qualifications.
- 7.15.3. Contract Administrator may request removal of any of CONSULTANT's staff at his or her discretion with approval of City Manager or his or her designee.
- 7.15.4. The CITY reserves the right to approve the members of the Consulting Team and the roles they will undertake in the assignment. The CITY's acceptance of a team member shall not be unreasonably withheld.
- 7.15.5. Each assignment issued under this Agreement by the CITY to the CONSULTANT, the CONSULTANT will at the CITY's request, disclose the role, qualifications and hourly rate of each individual working on the assignment.
- 7.15.6. The CITY reserves the right to require replacement of any of the members of the Consulting Team. Any proposed addition or change of members of the Consulting Team initiated by the CONSULTANT must obtain the CITY Representative's prior written approval.
- 7.15.7. In the event of the death, incapacity or termination of employment of any member of the Consulting Team before Completion of the Services, the CONSULTANT shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned subject to section 7.15.
- 7.15.8. The CONSULTANT shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The CONSULTANT shall without delay forward curriculum vitae of the proposed substitute or replacement to the CITY. The deployment of such

substitute or replacement shall be subject to the CITY's consent.

7.15.9. The CONSULTANT shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of members of the Consulting Team.

#### **7.16. INDEPENDENT CONTRACTOR**

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY, nor shall they accrue any of the rights or benefits of a CITY employee. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

#### **7.17. THIRD PARTY BENEFICIARIES**

Neither CONSULTANT nor CITY intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor or sub-consultant, whether named or unnamed, shall be a third party beneficiary of this Agreement.

#### **7.18. CONFLICTS**

7.18.1. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

7.18.2. CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

7.18.3. In the event CONSULTANT is permitted to use sub-consultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such sub-CONSULTANT from having any conflicts as within the meaning of this section, and shall so notify them in writing.

#### **7.19. CONTINGENCY FEE**

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

#### **7.20. WAIVER OF BREACH AND MATERIALITY**

7.20.1. Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.20.2. CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

#### **7.21. COMPLIANCE WITH LAWS**

CONSULTANT shall comply with federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement applicable at the time the scope of services was drafted for this agreement and shall obtain all required permits from all jurisdictional agencies to perform the services under this Agreement at its own expense. In addition, at the time each Task Order is executed, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

#### **7.22. SEVERABILITY**

In the event this Agreement or a term or a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law unless CITY or CONSULTANT elects to terminate this Agreement.

#### **7.23. JOINT PREPARATION**

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

#### **7.24. PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

#### **7.25. APPLICABLE LAW AND VENUE**

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, litigation or any other legal proceeding shall be Monroe County, Florida, Lower Keys Division of the Circuit Court or the Southern District of Florida. This Agreement is not subject to arbitration.

#### **7.26. INCORPORATION BY REFERENCE**

The attached exhibits are incorporated into and made a part of this Agreement:

Exhibit A – CONSULTANT/Sub-consultants' Hourly Rates

Exhibit B – Appendix II to Part 200

Exhibit C – RFP 22-005

Exhibit D - CONSULTANT's Response to RFP 22-005

#### **7.27. SURVIVAL OF PROVISIONS.**

Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

#### **7.28 COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

By: CITY OF KEY WEST

By: CONSULTANT

\_\_\_\_\_  
Patti McLauchlin, City Manager

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

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Attest:

\_\_\_\_\_  
Cheryl Smith, City Clerk

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

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**Exhibit A**

**Hourly Fee Schedule**

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

**Position Title**

**Hourly Rate**

## **Exhibit B**

### **Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]



City of Key West  
1300 White Street, Key West, FL, 33040 (305) 809-3700

## **ADDENDUM NO. 1**

### **Grant Writing and Grant Administration Services RFP # 22-005**

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and technical nature.

#### **QUESTIONS/CLARIFICATIONS:**

##### Question 1

Would the City be open to explore other pricing models other than a lump sum for the grant writing services?

##### Response 1

Yes

##### Question 2

Is the City interested in exploring additional grant funding sources that might be available to them, such as the following?

- US Department of Transportation - Rebuilding American Infrastructure Sustainably & Equitably (RAISE)
- US Department of Transportation - Bridge Investment Program
- US Department of Transportation - Port Infrastructure Development Program
- Federal Emergency Management Agency - Building Resilient Infrastructure for Communities (BRIC)

##### Response 2

Yes

##### Question 3

Are the cover/cover letter/contents/dividers included in the 20-page count?

##### Response 3

The cover letter is included in the 20-page count. The cover, contents (if referring to a table of contents) and dividers are not included.

##### Question 4

As currently worded, we believe that the indemnity provision on the Indemnification Form on page 21 of the RFP is not in compliance with Florida Statute 725.08 and is unenforceable.

Please consider rewording same to conform with the statute. Suggested language per Florida Statutes 725.08 is:

*“The design professional shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.”*

Response 4

This RFP is not for design.

Question 5

Please consider REMOVING the highlighted text from the paragraph below:

3.6. CONSULTANT shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in CONSULTANT’S field performing such services at the time and place where the services are provided. In the event CONSULTANT does not comply with this standard, and omissions or errors are made by CONSULTANT, CONSULTANT will correct such work that contains errors or omissions at no cost to CITY **and reimburse CITY through compensation for damages.**

Response 5

Contract negotiations occur after the proposer is chosen by the City Commission.

Question 6

Please consider REMOVING the highlighted text from the paragraph below:

7.8.1. 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 “indemnities”) from liabilities, damages, losses and costs, including, but not limited to, 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, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of **CONSULTANT’s insurance** or \$1 million per occurrence, **whichever is greater**. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

Response 6

Contract negotiations occur after the proposer is chosen by the City Commission.

Question 7

Please consider ADDING the highlighted text provided below:

7.9.2. CONSULTANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies—**except Professional Liability and workers’ compensation**—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 insurance coverage 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.

Response 7

Contract negotiations occur after the proposer is chosen by the City Commission.

Question 8

The City requires that we certify we provide benefits to domestic partners of our employees on the same basis as we provide benefits to employees' spouses. Our health insurance does not allow us to extend coverage to domestic partners, however, we do cover a cash equivalent. In this case, is it necessary for us to take an exception to this requirement?

Response 8

Section 2-799(e)(6) of our code of ordinances states that

Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:

The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefit or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.

2-799(a)(3) defines 'Cash equivalent' as the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalent of the following benefits applies:

[...]

b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.

[...]

Question 9

You note that the total proposal length (not including required forms, Sworn Statements, or Affidavits) will not exceed 10 double (20 single) side pages. Are resumes excluded from this 20 page limit? Well over half the proposal will include resumes - even if we limit resumes to one page.

Response 9

Yes, resumes are excluded.

Question 10

Does a proposal cover count as a page toward the page limit?

Response 10

No

Question 11

Information provided in the RFP states that the City writes about 25 grant applications each year. On the pricing form, we are asked for a lump sum annual price for grant writing services, but it is unclear whether the City expects the awarded vendor to assume responsibility for all 25 grant applications or some portion of the total. To receive similar responses across bidders, could the City clarify the level of effort expected under grant writing services?

Response 11

The assumption is for the awarded vendor to assume responsibility for all 25 grant applications with assistance from City Staff for content. 25 is an average number.

Question 12

The RFP requests a monthly report detailing the time spent on grant writing effort, "summarizing the amount of time expended and describing activities undertaken during the previous month." The request for pricing shows this as an annual lump sum paid in monthly increments. The reporting request for time expended seems at odds with your request to provide pricing as a lump sum. Can the City provide further clarification that may align the reporting request with the pricing request?

Response 12

Time estimates are acceptable for these monthly reports. This info is used as reference to estimate the complexity of each grant written.

Question 13

RFP Section C.12 clearly states that 9 of the 10 listed requirements count toward the 20 single-sided page limit. Resumes are requested in this section. Would the City prefer that abbreviated resumes/bios be included to meet the page limitation, with full resumes attached as an addendum not counted against the 20-page limit?

Response 13

Resumes are not counted against the 20-page limit.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 1** by submitting the addendum with their proposal as a required form. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Business



City of Key West  
Attn: Office of the City Clerk  
1300 White Street  
Key West, Florida 33040

**RE: Proposal Response to RFP #22-005 Grant Writing and Grant Administration Services**

Dear Sirs and Madams:

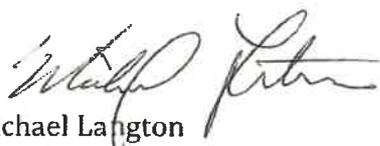
**Langton Consulting** is pleased to submit a proposal response for the opportunity to continue providing grant writing services to the City of Key West Departments and Programs, and the new opportunity to provide program administration services to assist with the implementation of grants already awarded. It has been our pleasure to serve the City of Key West as your exclusive grant writer for the last five years, and we look forward to expanding our capacity for achieving further success on securing and maintaining Federal and State grant funding for your great community.

For the last five consecutive years, **Langton Consulting** has secured in excess of **\$22.6 million** in grant funding for City of Key West Departments and Programs. Since 2013, **Langton Consulting** has secured over **\$33.4 million** in Federal, State, and Local grant funding. Over the last forty-one years of continuous service, we have secured over **\$475 million** in grant funding for our clients.

Our Grant Administration team is postured and prepared to step in on day one to provide much needed technical support and training to City staff for the successful implementation of current and future grant funded programs and projects. Our established training program has proven successful for other Florida local governments, and we are ready to get to work on relieving the burden that can come with daily grant administration.

All of this experience has created a very strong and powerful professional relationship between **Langton Consulting** and the City of Key West, and we are excited for the opportunity to continue driving this success forward for many years to come.

Sincerely,



Michael Langton  
President  
Langton Associates, Inc.

Mailing Address: PO Box 37007 Jacksonville, FL 32236-7007 • Phone: (904) 598-1368



# Information Page

**Responding to:** *City of Key West RFP #22-005 - Grant Writing and Grant Administration Services*

**Responding Firm (Prime):** *Langton Associates, Inc.*

*\*Langton Associates, Inc. (Langton Consulting) will not be utilizing sub-contractors in the delivery of the services described within this RFP response proposal.*

## **Contact Information:**

### ***Project Manager/Firm Authorizing Representative***

Michael Langton, President

Physical Address: 5627 Atlantic Boulevard, Suite 4, Jacksonville, FL 32207

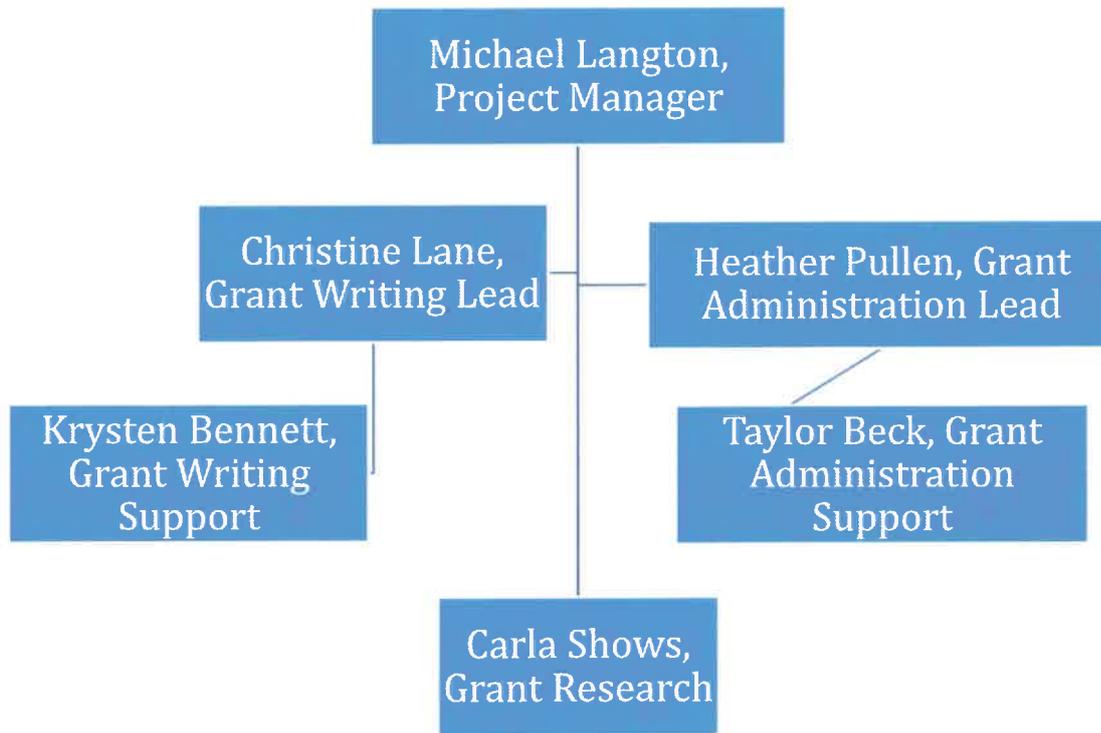
Mailing Address: PO Box 37007, Jacksonville, FL 32236-7007

Office Phone: (904) 598-1368

Direct Phone: (904) 614-9861

E-mail address: [mlangton@langtonconsulting.com](mailto:mlangton@langtonconsulting.com)

# Organization Chart



**Michael Langton, Project Manager**  
Location (Main Office): Jacksonville, Florida

**Christine Lane, Grant Writing Lead**  
Location (Main Office): Jacksonville, Florida

**Krysten Bennett, Grant Writing Support**  
Location (Main Office): Jacksonville, Florida

**Heather Pullen, Grant Administration Lead**  
Location (Remote): Folly Beach, South Carolina

**Taylor Beck, Grant Administration Support**  
Location (Main Office): Jacksonville, Florida

**Carla Shows, Grant Research**  
Location (Remote): Palm Coast, Florida

## Company Information

**Langton Consulting** has provided professional grant consulting services to our clients since 1981. Michael Langton, the firm's President, began the firm after working in the grants industry for both public and private agencies. After establishing the firm, Langton became familiar with the funding side of grants in his service as a member of the Florida House of Representatives. Langton Consulting, Florida's oldest and largest public affairs consulting firm, is comprised of a professional team with a combined total of over 90 years in the grants business. Within the last five years, our efforts have secured more than **\$175 million** for our clients to fund both ongoing programs and new initiatives. During over 41 years of service, the amount of client awarded grants exceeds **\$475 million**. To date, our team has successfully administered over \$318 million in Federal and State grant funding.



Langton employs five (5) full-time grant professionals and numerous associate consultants. Langton provides grant research, grant writing and grant administration services to Florida counties and municipal local governments, to ensure that all Federal, State and private foundation grant funding is successfully procured and managed within compliance of grantor agency regulations and guidelines. Langton's vast experience with writing and managing Federal, State and private foundation grants has benefitted over 50 Florida local governments to date.

### GRANT RESEARCH

Langton Consulting specializes in grant identification by determining each client's individual needs through on-site interviews and the development of a **Needs Assessment** and **Strategic Grants Plan**. The information captured in these two documents will create a solid basis for specific and in-depth research to secure grant funding for the highest prioritized projects. Twice a month, our clients receive an exclusive **SMARTGrants™** e-mail alert with the most up-to-date grant funding currently on the market to ensure that no grant opportunities are overlooked.

### GRANT WRITING

Our Grant Writing team, led by executive grant professional and firm President, Michael Langton and veteran grant professionals and Senior Public Affairs Consultants, Christine Lane and Krysten Bennett, has provided grant writing services to over fifty (50) local governments, **including City of Key West**, and non-profit organizations. Our services have provided over **\$175 million** in funding to our clients in the last five years, **including over \$22.6 for the City of Key West, for a total of over \$33.4 million since 2013**. Unlike other firms that only specialize in specific program areas such as engineering, housing, or community development, we offer knowledge and expertise in a broad range of Federal and State agency programs. Our grant professionals are continuously updated on the status of established

## Company Information

funding sources as well as new programs through professional events, conferences, publications, access to a complete database of state and federal programs, and personal contact with key legislative staff members. Our network of contacts in Washington, D.C. and Tallahassee, Florida, as well as our proximity to Tallahassee, enable us to provide our clients with the most accurate, up-to-date information and resources available. All five (5) of our full-time grant professionals are members of the national Grants Professionals Association (GPA), our executive grant professional is **Grant Professional Certified** through the national Grants Professional Certification Institute, and one (1) of our consultants is a member of the National Grant Management Association.

The **Langton** team specializes in the following program areas:

- Build Back Better Regional Challenge
- CDBG & HOME Programs
- ReBuild Florida Hazard Mitigation Programs
- ARPA State and Local Fiscal Recovery Fund
- CARES Emergency Rental Assistance and ERA1 Program
- Broadband programs
- Recreation, Parks and Trails
- Community Development
- Human services including seniors and youth
- Bipartisan Infrastructure Law
- Economic Development and Workforce Development
- Emergency Management
- Energy Conservation, Efficiency, and Sustainability
- Environmental Protection
- Hazard Mitigation
- Health and Human Services
- Historic Preservation
- Homeland Security
- Land Acquisition
- Parks and Recreation
- Public Safety
- Transportation
- Cultural Institutions



## PROGRAM GRANT ADMINISTRATION

Our grant administration team, led by Heather Pullen, Senior Public Affairs Consultant and former Florida Small Cities CDBG Program staffer, has administered over \$318 million in Federal grant funding under the HERA, ARRA, CDBG-DR, CDBG-CV, NSP, ERA, ARPA and RESTORE Act recovery funding programs since 2006. Our grant administration team has administered over \$13 million in RESTORE Act Direct Component (Pot 1) and RESTORE Act Spill-Impact (Pot 3) grants for communities recovering from the 2010 *Deepwater Horizon Oil Spill* disaster. In 2022, our grant administration team closed out a four-year, \$18 million FRA Rail grant project that spanned over four counties in North Florida and South Georgia.

## Company Information

The *Langton* team's responsibilities include:

- Staff Training
- General Technical Support
- Financial Management
- Policies and Procedures
- Procurement
- Recordkeeping
- Reporting
- Monitoring
- Close-outs
- Liaison services to Federal grantor agencies



### STRATEGIC PLANS AND POLICY & PROCEDURE DEVELOPMENT

In addition to grant administration services, our team provides expert development services of Strategic Plans and Policies & Procedures, required to administer Federal funding. Since 2010, *Langton Consulting* has successfully authored **seven (7) 5-Year HUD CDBG & HOME Program Consolidated Plans**, including the State of Florida's, **eleven (11) HUD CDBG & HOME Annual Action Plans**, **two (2) 5-Year Analysis of Impediments to Fair Housing Choice Plans**, and several **CDBG Environmental Review Records** for Florida local governments. Other Strategic Plans authored by *Langton Consulting* include the planning and development of an **Affordable Housing Needs Assessment** for the City of Dunedin, Florida that included statistics on how Short-Term Vacation Rentals (STVRs) impact small communities, and proposed strategies on how to identify and address any potential negative effects related to STVRs.

Some examples of internal Policies & Procedures developed by *Langton Consulting* include: *Safeguarding Personal & Identifiable Information, Conflicts of Interest, Risk Management Tools, Grant Management Plans, and Anti-Fraud Awareness.*

### STAFF TRAINING PROGRAM

In 2014, when *2 CFR Part 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* was released by the Office of Management and Budget, *Langton Consulting* received several requests from our local government clients to assist staff in evaluating internal policies, procedures and implementation methods for compliance with the new Federal regulations. During the one-year grace period provided, *Langton Consulting* focused their efforts on creating a series of classroom-style training workshops that are conducted on-site, and have since built a cataloged library of over twenty (20) presentations that have been conducted for Florida local governments and at national conferences in Washington, D.C. We are proposing our staff training program to the City of Key West in an effort to strengthen your internal controls and improve the institutional delivery structure of grant funds.

# Approach & Methodology

**Langton Consulting** understands the importance of developing a strong institutional delivery structure to ensure the successful and timely delivery of grant writing and grant administration services to our local government clients.

Our key project approach to providing **Grant Writing and Grant Administration** is as follows:

- ✓ UNLIMITED Grants Research
- ✓ Needs Analysis and Strategic Planning
- ✓ UNLIMITED Grant Writing
- ✓ Consulting on special projects outside of our general scope of services
- ✓ Grant Administration Services for new and existing projects

**Grants Research** – Our team of dedicated grant funding opportunity research consultants are constantly monitoring annual cycle and special funding allocation grant opportunities for our local government clients and use this information to issue a bi-weekly e-mail of our **SmartGrants™** publication that includes grant descriptions and forecasting deadlines for our clients to review. In addition, our clients receive UNLIMITED grants research by request for a more individualized research approach. Furthermore, your dedicated lead consultant continually keeps a finger on the pulse of current client needs and markets new grant matches as soon as they become available.

**Needs Analysis and Strategic Planning** – At the onset of every new grant writing and grant administration services contract, **Langton Consulting** will conduct a series of meetings with City Departments to discuss long- and short-term goals and objectives, as well as existing grant programs and projects for leveraging and expansion opportunities. In this case, **Langton Consulting** has already conducted an initial Needs Analysis and Strategic Grants Plan but will make it a priority to revisit some of the goals and objectives captured the first time around and to re-interview Department staff to update the needs and wants that have evolved over time.

**Grant Writing** – Our standard philosophy at **Langton Consulting** is “*No grant is too big. No grant is too small, and grant writing should be UNLIMITED.*” For many years, the grant consulting industry set limits on the number of grants written under retainer contracts. We believe that this limits a local government client’s success and therefore propose that there is **NO LIMIT** of grants that **Langton Consulting** will develop under a retainer contract. All services listed below are included in our grant writing services approach:

- Project Planning with City Department staff
- Development of grant application narratives, budgets, and forms
- Editing and refinement of the grant application components
- Electronic or paper copy submission of the grant application to Grantor
- Follow-up technical assistance to City Departments staff on Requests for Information (RFIs) or acceptance of and Award Agreement from the Grantor

**Grant Consulting** – After 41 years of service in the grants industry and a team of professionals with over 100 years of combined experience performing grant research, grant writing, and grant administration services to local government clients, **Langton Consulting** is postured to provide professional consulting and advise on potential special projects or one-time funding opportunities, **such**

as ARPA Coronavirus State and Local Fiscal Recovery Fund (SLFRF) opportunities, to assist with tasks such as, capacity building and liaison services, on a Task Authorization basis. Other examples of grant consulting services provided include the implementation of our **Staff Training Program** and **Plan Writing Services**.

**Grant Administration Services** – With the influx of special allocation grant funding opportunities and awards over the last couple of years, our grant administration team has expanded to include 2 additional grant professionals to provide project implementation services such as policies & procedures development, financial management, recordkeeping, reporting, monitoring, audit technical support, general technical assistance, and closeout services. **Langton Consulting** proposes to provide these services on a Task Authorization basis if selected.

## Adequacy of Resources

**Langton Consulting** is comprised of five (5) internal grant professionals; three (3) are dedicated primarily to grant research and grant writing, two (2) are dedicated to consulting and grant administration, and our President, Michael Langton, is dedicated to contract and client management. We also have a variety of associate consultants who provide part-time labor when needed. **Langton Consulting** may be a small firm, but we possess the tools, equipment, and software necessary to carry out in-house grant production, conduct virtual meetings, and store secured files per Federal regulations.

## Tasks and Services to be Performed

### Grant Funding Research and Funding Needs Analysis

**Langton Consulting** commits a minimum of two (2) professional consultants to implement these tasks.

#### Services include:

- ✓ Ongoing grant funding research on general areas of interest and need;
- ✓ Conduct interviews (virtually or in-person) with City Department staff to update the current *Strategic Grants Plan* to include any new or existing priority areas for funding;
- ✓ Individualized research on grant funding opportunities identified during the funding needs analysis process and by request from City Department staff; and
- ✓ Distribution of bi-weekly **SmartGrants™** publication to City Department staff which includes descriptions of current grant funding opportunities with open submission cycles.

### Grant Proposal Development

**Langton Consulting** assigns one (1) professional consultant per grant application based on their experience and background with the program guidelines. Grant writing support is provided to the lead Grant Writer assigned when needed.

#### Services include:

- ✓ Project planning and design in accordance with grant opportunity requirements;
- ✓ Check SAM.gov and Grantor agency website registration status;
- ✓ Preparation of grant application narratives and documents;

- ✓ Editing and submission of grant application narratives and documents;
- ✓ Technical assistance to City Department staff on Requests for Information (RFI) from Grantor; and
- ✓ Technical assistance on Grant Award Agreement acceptance from Grantor.

### **Grant Consulting and Administration Services**

**Langton Consulting** commits a minimum of two (2) professional consultants to implement these tasks. If additional labor is needed, we have associate consultants with grant administration experience that can be used to complete specific tasks according to their experience and background.

#### **Services include:**

- ✓ Coordinate and provide technical assistance on procurement processes (review of solicitation documents and contracts, contracting with MBE/WBE/DBE businesses, etc.) in accordance with *2 CFR 200.318-320 General procurement standards* and internal City procurement policies and procedures;
- ✓ Coordinate and conduct recordkeeping (official grant records) in accordance with *2 CFR 200.333: Retention requirements for records*;
- ✓ Coordinate and conduct public input and public advertisement in accordance with Grantor agency requirements and the City *Citizen Participation Plan* process;
- ✓ Develop and submit quarterly, bi-annual, or annual performance progress (SF-PPR), financial progress (FFR), Davis-Bacon, Section 3, or other reports required by the Grantor agency;
- ✓ Provide staff training on a variety of grant writing and grant administration topics through our internal Training Program library; and
- ✓ Provide general technical assistance to City Departments on project implementation and expert guidance regarding local, State, and Federal grant programs and regulations in *2 CFR 200 Uniform Guidance*, as needed.

### **Meetings and Presentations**

A **Langton Consulting** representative will be available to attend any virtual or in-person meetings that will benefit the development and submission of grant proposals and conduct any virtual or in-person presentations to the City Commission or Advisory Boards, as required by the project or plan developed by our staff. **We propose a minimum of two (2) on-site visits annually.**

### **Monthly Reports**

Along with the monthly billing invoice for grant research and grant writing, **Langton Consulting** will continue to provide monthly status reports, which include descriptions of grant programs researched, grant applications in progress, grant applications submitted, grant applications awarded, and any technical assistance provided to City staff during the billing period. In addition, detailed reports with time expended on activities will be included for grant consulting and grant administration activities conducted on a Task Authorization basis.

# Personnel

## **Michael Langton, President, GPC**

### **Role: Contract Administrator & Grant Development**

For over forty years Michael Langton has built his career around grants. Michael's introduction to grant funding began with the City of Jacksonville's Community Development Block Grant program in 1974. He later moved to healthcare, running the grants and lobbying department at Shands Jacksonville Hospital. He became familiar with the funding side of grants in his service as a member of the Florida House of Representatives. He was Co-Sponsor of the William Sadowski Act, which enacted the SHIP Program.



As President and Project Manager at Langton Associates, Michael has played a pivotal role in securing over \$475 million dollars in grant funding from Federal, State, and private foundation funding sources over the last 40 years. He manages the day-to-day operations, leads a staff of six (6) grant professionals and acts as the firm's lead marketing consultant and point-of-contact for many of our local government clients.

Aside from his managerial role at Langton Consulting, Michael has written over \$70 million in successful grants in the last five years in areas such as public works and infrastructure, economic development, and capital project funding.

**Education:** Bachelor's Degree in Political Science, Florida Atlantic University

**Certifications:** Grant Professional Certified, Grant Professionals Certification Institute

**Member Affiliations:** Grant Professionals Association

## **Heather Pullen, Senior Public Affairs Consultant**

### **Role: Grant Administration**

Heather started her career in grants in 2006 at the Florida Department of Community Affairs as an Operations Consultant for the Florida Small Cities and Disaster Recovery CDBG Programs. In 2009, she joined the Langton team and administered over \$15 million in Neighborhood Stabilization funding for Florida local governments. In the last five years, Heather has administered over \$35 million in Federal funding, including FASTLANE, RESTORE, and CARES Act programs for Florida local governments. Her daily tasks and activities involve Program Design and Program Implementation including financial management, policies & procedures, reporting, recordkeeping, monitoring, single audits, and closeout. In 2018, she joined the National Grants Management Association and is an active presenter at their national conferences. In 2020, she was selected by Thompson Grants to be a board member on their national editorial board and published her first nationally read article in December 2020, and her second in 2021..



**Education:** Bachelor's Degree in Elementary Education, Flagler College

**Certifications:** HUD Environmental Review Certification

**Member Affiliations:** Grant Professionals Association, National Grant Management Association

**Krysten Bennett, Senior Public Affairs Consultant**

**Role: Funding Needs Analysis & Grant Development**

Having served as a Public Affairs Consultant with Langton Consulting from 2004-2010, Krysten is thrilled to once again be part of the Langton family. During her original years with Langton, she secured more than \$5.8 million in Federal, State and Foundation funds for local government projects and non-profit entities with public agency partners. Perhaps her most notable project while with Langton Consulting was the facilitation of the Palm Beach County Homeless Advisory Board and its seven working committees, for which she assisted in the development of and, subsequent authoring of the *Ten-Year Plan to End Homelessness in Palm Beach County*.



During both of her tenures with Langton Associates, Krysten has earned more than \$10 million in grant funding for Florida local governments. In 2018, Krysten led the Langton team in the development and submission of over \$20 million in Hazard Mitigation Grant Program applications for Florida local governments affected by Hurricane Irma.

**Education:** Bachelor's Degree in Interdisciplinary Studies

**Member Affiliations:** Grant Professionals Association

**Christine Lane, Senior Public Affairs Consultant**

**Role: Grant Development, Funding Needs Analysis, Strategic Grant Planning**

Christine Lane joined Langton Consulting with the intent to bridge her passions in planning, historic preservation, and community development with her years of consultative selling and winning business. Since joining the team, she has successfully secured over \$10 million in federal, state, and regional grant funding for her Florida local government clients in the areas of public facilities, infrastructure improvements and hardening, resiliency planning, vulnerability assessments, tourism development, port security, historic preservation, coronavirus relief efforts for police and fire departments, multimodal transportation construction, and community tree planting.



Christine graduated Magna Cum Laude with her Bachelor of Arts in Environmental Design from SUNY University at Buffalo School of Architecture and Planning in 2011. Shortly after graduating, she went to work for Cascades Recovery, U.S., Inc., a waste stream diversion and material recovery company, where she managed over three hundred clients across western

New York, consulted their recycling and waste needs, and sought creative solutions to expand recycling programs and increase waste diversion. She developed an affinity for consultative sales roles where she was responsible for managing client relationships, winning new business, and implementing programs. Christine now uses her experience to assist our clients in aggressively pursuing grant funding via grant development, performing needs analysis, strategic grant planning, and consulting on new funding legislation like the American Rescue Plan State and Local Fiscal Recovery Fund, Infrastructure, Investment, and Jobs Act, and the Inflation Reduction Act. She also serves her community as an active Board Member of the grassroots neighborhood nonprofit organization Springfield Preservation & Revitalization Council.

**Education:** Bachelor's Degree in Environmental Design, SUNY University

**Member Affiliations:** Grant Professionals Association, Board Member, Springfield Preservation & Revitalization

### **Carla Shows, Public Affairs Consultant**

**Role: Grant Development & Research Specialist**

Carla's career has allowed her to have a role throughout the lifecycle of grants, providing her with strong understanding of planning, acquiring, implementing, and managing, and closing out grants. In addition to helping grant teams acquire more than \$10 million in external grant funding, she has used her experience to help training teams in implementation, management, and compliance.



Carla began her professional career as a Grant Development Coordinator at Daytona State College in 2007. She secured \$3.2 million in new external funding for the College's projects and programs, including funding from the highly competitive National Science Foundation programs. Working with a comprehensive grant team, she helped to develop 60-65 grant proposals annually from federal, state, and private foundation sources.

Carla assists the Langton grant writing team by providing in-depth research of federal, state and private foundation funding sources for the design of new programs or leveraging to grow programs. She is the lead grant research associate for Langton and develops all of the Needs Assessments and Strategic Grant Plans for our clients.

**Education:** Bachelor's Degree in Sociology and Criminal Justice, University of Delaware

Master's Degree in Sociology, University of Massachusetts-Amherst

**Member Affiliations:** Florida Council for Resource Development

**Taylor Beck, Public Affairs Consultant**  
**Role: Grant Development & Grant Administration**



Taylor is Langton's newest associate and applies her diverse background to be a tremendous assistant to our team. After graduating from Florida State University with a Bachelor of Art in Humanities in 2014, she began her career working in Art and Culture-based Non-Profits. Taylor first gained grant writing experience while working for the Riverside Fine Arts Association, securing funding for the educational outreach program Project Listen.

Since joining our firm, she has been a vital role in the success of securing over \$50 million in funding through the U.S. Economic Development Administration for Osceola County's Advanced Manufacturing Center for NeoVation. Taylor has experience planning and writing diverse applications for topics such as Mental Health, Police Services, Advanced Manufacturing, Resiliency, Housing, and Development.

To be a further asset to our team, Taylor has recently begun working with Heather Pullen in Grants Administration. Heather heads our Grants Administration department and provides bountiful knowledge in the field.

**Education:** Bachelor's Degree in Humanities, Florida State University

# Qualifications

To demonstrate our success in providing grant development and grant administration services to Florida local governments, **including the City of Key West**, the following is a comprehensive representation of specific grants awarded and projects administered over the last three (3) years of service.

<b>Grant History – Grants funded for City of Key West 2019-2022</b>				
<b>Year</b>	<b>Source</b>	<b>Program</b>	<b>Project</b>	<b>Amount Awarded</b>
2019	<b>Federal</b>	FEMA Port Security Grant Program	City of Key West Port Security Enhancement for Police and Fire Departments	\$102,791.00
2020	<b>Regional</b>	TDC Capital Projects (Brick and Mortar) Funding Application	Mallory Square Sunshades, Seating, and Landscape Improvements	\$167,890.00
2020	<b>State</b>	CDBG-DR (Irma)	Force Main Relocation Project	\$3,563,054.00
2020	<b>State</b>	CDBG-DR (Irma)	Harris Avenue & 10 <sup>th</sup> Street Stormwater Improvements	\$1,376,270.00
2020	<b>State</b>	Coronavirus Emergency Supplemental Funding	City of Key West CESF	\$112,634.00
2020	<b>State</b>	FDEO Community Planning and Technical Assistance Grant Program	Post Disaster Recovery and Reconstruction Plan	\$44,000.00
2020	<b>State</b>	Community Development Block Grant Mitigation General Planning Support	Key West Comprehensive Adaptation and Resilience Implementation Plan	\$500,000.00
2020	<b>State</b>	Community Development Block Grant Mitigation General Planning Support	Duval Street Economic Corridor Resiliency and Revitalization Plan	\$500,000.00
2020	<b>State</b>	Community Development Block Grant Mitigation General Infrastructure	Fogarty & 3 <sup>rd</sup> Pump Assist Injection Well	\$6,336,165.00
2020	<b>State</b>	Community Development Block Grant Mitigation General Infrastructure	Tide Valves and Outfall Improvements	\$3,545,656.00
2020	<b>State</b>	Florida Resilient Coastline Program Resiliency Planning Grant	Key West Comprehensive Adaptation and Resilience Implementation Plan Historic and Cultural Preservation Chapter	\$905,500.00
2021	<b>State</b>	Community Development Block Grant-Coronavirus (CDBG-CV)	Reconstruction of the Keys Overnight Temporary Shelter	\$4,300,000.00
2021	<b>Regional</b>	Capital Projects (Brick and Mortar) Funding Application	Mallory Square Public Restrooms	\$713,387.00
2021	<b>Federal</b>	Port Security Grant Program	Port Security Enhancements for Police and Fire Departments	\$165,000.00
2022	<b>State</b>	Florida Department of Health Emergency Medical Services Matching Grant	Lifepak 15 Monitor/Defibrillator Purchase	\$36,247.00
2022	<b>State</b>	Florida Department of Transportation Alternatives Program	Wickers Realignment Construction	\$539,728.00
2022	<b>Regional</b>	TDC Brick & Mortar Capital Project Funding	Key West Amphitheater Enhancements – Phase 2	\$200,000.00
2022	<b>Regional</b>	TDC Brick & Mortar Capital Project Funding	Pavilions at Smathers Beach	\$198,000.00
			<b>Total:</b>	<b>\$23,306,322.00</b>

The funded grant projects described above may not have been possible without the knowledge and experience of your lead Grant Writer and direct contact, **Christine Lane** and secondary Grant Writer and veteran grant professional, **Krysten Bennett**. Together, they have a combined 20+ years of experience in project design and grant application development. This grant writing team has secured more than \$30 million in grant funds for Florida local governments, a significant portion of which was for the **City of Key West**.

<b>Grant History – Grants funded for Similar Projects of Interest for City of Key West</b>					
<i>Client</i>	<i>Year</i>	<i>Source</i>	<i>Program</i>	<i>Project</i>	<i>Amount Awarded</i>
<i>Atlantic Beach</i>	<i>2019</i>	<i>State</i>	<i>Florida Resilient Coastline Program</i>	<i>Environmental</i>	<i>\$40,000.00</i>
<i>Panama City</i>	<i>2020</i>	<i>Federal</i>	<i>Staffing for Adequate Fire and Emergency Grant Response</i>	<i>Hiring of Firefighters</i>	<i>\$248,041.59</i>
<i>Pasco County</i>	<i>2020</i>	<i>State</i>	<i>CDBG-MIT</i>	<i>Mike Fasano Regional Hurricane Shelter</i>	<i>\$80,325.00</i>
<i>Atlantic Beach</i>	<i>2020</i>	<i>State</i>	<i>CDBG-MIT</i>	<i>Resiliency Planning</i>	<i>\$89,950.00</i>
<i>City of Arcadia</i>	<i>2021</i>	<i>State</i>	<i>HP Special Category</i>	<i>Arcadia City Hall Phase II</i>	<i>\$448,837.00</i>
<i>Panama City</i>	<i>2021</i>	<i>State</i>	<i>HP Small Matching</i>	<i>PC Center for the Arts</i>	<i>\$37,500.00</i>
<i>Panama City</i>	<i>2021</i>	<i>State</i>	<i>DCA Specific Cultural Project</i>	<i>Oaks by the By Park History Mural</i>	<i>\$25,000.00</i>
<i>Atlantic Beach</i>	<i>2021</i>	<i>State</i>	<i>FRDAP</i>	<i>Donner Park Improvements</i>	<i>\$185,000.00</i>

The above table includes a variety of grant applications that were authored by our grant writing team and may be of interest to the City of Key West in the future. We selected some of our smaller scale projects requiring less daily operating responsibilities or rigorous grant administration to demonstrate our wide range of knowledge and experience and are aligned with one of our firm principles, “no grant is too small...”

## Unique Grant Awards and Accomplishments

In addition to our grant writing successes, our **Grant Administration Team**, led by veteran grant professional, **Heather Pullen**, has been hard at work assisting Florida local governments with daily implementation responsibilities for large-scale projects by expanding staff capacity and strengthening institutional delivery structures to remain in compliance with Federal regulations and program guidelines. Heather has 16+ years of experience in grant administration, and has administered over \$35 million during her tenure with **Langton Consulting**. Examples of projects currently being administered or have recently closed out are provided below.

**Project:** *Osceola County Building Central Florida’s Semiconductor Cluster for Broad-Based Prosperity*

**Planning Grant Amount:** \$500,000.00

**Construction Grant Award Amount:** \$50.8 million

**Project Description:** In December 2021, Osceola County was awarded a planning and assistance grant (Phase 1) through the Economic Development Administration’s *Build Back Better Regional Challenge Grant* program, through a special allocation of funding in the American Rescue Plan Act (ARPA). Osceola County, along with the Orlando Economic Partnership (OEP), the University of Central Florida (UCF), and Bridging the Innovation Development Gap (BRIDG), comprise the *Prosperity Coalition* whose vision is to accelerate the



emergence of a growth cluster anchored in semiconductor research, development and manufacturing. Osceola County hired **Langton Consulting** to provide grant administration services for the planning grant performance period of December 2021 – December 2022 and is on track to closeout early. On September 1, 2022, the EDA awarded Osceola County an additional **\$50.8 million** for Phase 2: Construction of this project. This grant application was also authored by **Langton Consulting**, in collaboration with County staff and project partners.

**Project:** *Taylor County Competitiveness and Employment by Rail Project (CEBYR)*

**Grant Amount:** \$17,343,027.00

**Project Description:** In August 2019, **Langton Consulting** was selected to provide full-service grant administration services for daily implementation of a \$17 million Federal Railroad Administration grant award to repair over 86 square miles of railroad track that expanded from Taylor County, Florida to Adel, GA. One of the unique challenges of this project, was the private-sector railroad partner who was the Sub-Recipient of the grant funds and had no experience in utilizing Federal grant funds. Under our grant administration team's oversight, the County and the Sub-Recipient are on track to successfully close out the project in September 2022.



### **Other Grant Funded Projects Administered by Langton Consulting**

**Project:** *Osceola County IDIS Technical Assistance for CDBG & HOME Programs*

**Project Description:** The Osceola County Human Services Department receives annual allocations of CDBG and HOME Program funds as an entitlement community. **Langton Consulting** has provided IDIS Technical Assistance services which include project and activity setup and management, developing substantial amendments to move funding between activities and program years, development and submission of annual Consolidated Annual Performance Reports, and development and submission of Annual Action Plans since 2018.

**Project:** *City of Kissimmee IDIS Technical Assistance for CDBG Program*

**Project Description:** The City of Kissimmee Community Development Services Department receives an annual allocation of CDBG Program funds as an entitlement community. **Langton Consulting** has provided IDIS Technical Assistance services including project and activity setup and management, develop substantial amendments to move funding between activities and program years, and development and submission of Annual Action Plans since 2021.

**Project:** *City of Daytona Beach Neighborhood Stabilization Program 1 & 3*

**Grant Amount:** \$2,795,177.00

**Project Description:** The City of Daytona Beach received over \$2.7 million from rounds 1 and 3 of the Neighborhood Stabilization Program in 2010 and 2013. The Florida Department of Community Affairs selected **Langton Consulting** to provide rapid response technical assistance to the City in order to meet the national obligation deadline. After the obligation was met, the City of Daytona Beach hired **Langton Consulting** to provide continuing grant administration services through the closeout of both programs.

## **ARPA Coronavirus State and Local Fiscal Recovery Funds**

Over the past 14 months, **Langton Consulting** has advised and educated the City of Key West on all elements of the American Rescue Plan Act State and Local Fiscal Recovery Fund (ARPA SLFRF) via an hourly consulting services agreement for the \$12,079,588.00 allocation they received in two tranches.

This included the \$5,018,855 ARPA SLFRF dollars the Port of Key West received via the Florida Department of Transportation. We advised about the various amendments to the Interim Final Rule, changes made via the release of the Final Rule, and all other flexibilities and subsequent rule changes added to this act. We have provided ongoing support and guidance by fielding questions about the program, performing research as needed, advising on how to acquire the funding, helping decipher eligible uses, and aiding with reporting and compliance criteria. We also developed and provided a White Paper covering all elements of the ARPA SLFRF in a succinct and easy-to-understand format.

As a Non-Entitlement Unit, receiving the first tranche of funding initially proved challenging for the City of Key West. Unlike other larger recipients, the funding came through the State rather than directly through the Treasury Portal. **Langton Consulting** acted as a liaison between the Florida League of Cities and the Florida Department of Emergency Management to uncover how the City would receive funding and facilitate receiving the first tranche. Regarding reporting and compliance criteria, **Langton Consulting** performed extensive research and provided information on NEU reporting requirements and how to access and complete the required reporting through the Treasury Portal.

Furthermore, we have stayed abreast of related developments, including additional appropriation opportunities that Congress has enacted, including the Infrastructure Investment and Jobs Act and the recently passed Inflation Reduction Act. For all three acts signed into law, **Langton Consulting** has provided details of all competitive grant opportunities that have been expanded or developed. We've kept a pulse on one of the most critical issues to the City, Affordable Housing Development, and shared the Affordable Housing How-To Guide: How to Use State and Local Fiscal Recovery Funds for Affordable Housing Production and Preservation developed by The Department of Treasury and the Department of Housing and Urban Development, as well as related webinars on the topic.

Moving ahead, **Langton Consulting** continues to monitor changes to the rule and flexibilities added and disseminates this information to the City with urgency. If needed, **Langton Consulting** is prepared to provide a deeper level of oversight and administration for both the City's and the Port's ARPA SLFRF funds.

## Client References

**Client:** Osceola County

**Project Manager:** Mike Nicola, Government Affairs Director

**Address:** 1 Courthouse Square, Suite 4700, Kissimmee, FL 34741

**Telephone Number:** (407) 742-2393

**E-mail Address:** [mike.nichola@osceola.org](mailto:mike.nichola@osceola.org)

**Description of Project or Services:** Funding Needs Analysis, Grant Research, and Grant Writing

**Contract Amount:** \$60,000

**Time Period of the Project or Contract:** 2017- Present

**Client:** Seminole County

**Project Manager:** George Woodring, Grants Administrator

**Address:** 1101 East First Street, Sanford, Florida 32771

**Telephone Number:** (407) 665-7168

**E-mail Address:** [gwoodring@seminolecountyfl.gov](mailto:gwoodring@seminolecountyfl.gov)

**Description of Project or Services:** Funding Needs Analysis, Grant Research, Grant Writing and Technical Assistance

**Contract Amount:** \$80,000

**Time Period of the Project or Contract:** 2007 - Present

**Client:** City of Arcadia

**Project Manager:** Terry Stewart, City Administrator

**Address:** PO Box 1000, Arcadia, Florida 34265

**Telephone Number:** (863) 494-4144

**E-mail Address:** [tstewart@arcadia-fl.gov](mailto:tstewart@arcadia-fl.gov)

**Description of Project or Services:** Funding Needs Analysis, Grant Research, Grant Writing and Technical Assistance

**Contract Amount:** \$50,000

**Time Period of the Project or Contract:** 2017 - Present

### **Bonus Client Reference**

**Client:** City of Key West

**Project Manager:** Carolyn Sheldon, Senior Grants Administrator

**Address:** 1300 White Street, Key West, Florida 33040

**Telephone Number:** (305) 809-3741

**E-mail Address:** [csheldon@cityofkeywest-fl.gov](mailto:csheldon@cityofkeywest-fl.gov)

**Description of Project or Services:** Funding Needs Analysis, Grant Research, and Grant Writing

**Grant Writing Contract Amount:** \$63,000

**ARPA Consulting Contract Amount:** \$15,000.00

**Time Period of the Project or Contract:** 2013 - 2016; 2019 - Present

## Plan to Contract with MBE/WBE/SBE and DBE Businesses

Although **Langton Consulting** does not plan in utilizing Sub-Contractors for the completion of the services described within this RFP response, we do understand the importance and requirements placed on a local government for furthering participation from MBE/WBE/SBE/DBE businesses whenever possible. Therefore, **Langton Consulting** commits to working with City staff to affirmatively further opportunities during procurement processes by executing the **6 Affirmative Steps to Contracting with Minority, Women-owned, Small and Disadvantaged Businesses** and using the necessary governmental resources available to invite these types of businesses to participate in RFP/RFQ processes conducted for grant funded projects.

## **CITY OF KEY WEST INDEMNIFICATION FORM**

PROPOSER agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, City's Consultant, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the PROPOSER, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The PROPOSER 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. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes. PROPOSER understands and agrees that any and all liabilities regarding the use of any subcontractor for services related to this agreement shall be borne solely by the PROPOSER. Ten dollars of the consideration paid by the City is acknowledged by PROPOSER as separate, good and sufficient consideration for this indemnification.

This indemnification shall be interpreted to comply with Section 725.06 and 725.08, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, PROPOSER shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate PROPOSER to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by PROPOSER, or persons employed or utilized by PROPOSER.

The PROPOSER's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the PROPOSER's limit of or lack of sufficient insurance protection.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

COMPANY SEAL

PROPOSER: Langton Associates, Inc.

Address Physical Address: 5627 Atlantic Boulevard, Suite 4  
Jacksonville, Florida 32207  
Mailing Address: PO Box 37007, Jacksonville, FL 32236-7007

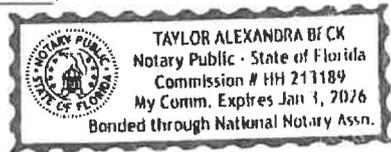
Signature   
Michael Langton 8/25/22  
Print Name Date  
President  
Title

NOTARY FOR THE PROPOSER

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25 day of AUGUST, 2022 by TAYLOR BECK



Signature of Notary  Print, Type or Stamp Name of Notary

Personally Known  OR Produced Identification

Type of Identification Produced

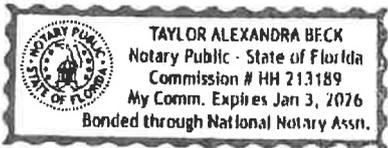
**NON-COLLUSION AFFIDAVIT**

STATE OF Florida  
COUNTY OF Duval

I, the undersigned hereby 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 this Contract.

BY: 

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 25 day of AUGUST, 2022 by TAYLOR BECK



(NOTARY SEAL)

  
(Signature of Notary Public- State of Florida)

TAYLOR BECK  
(Name of Notary Typed, Printed, or Stamped)

Personally Known  OR Produced Identification \_\_\_\_\_

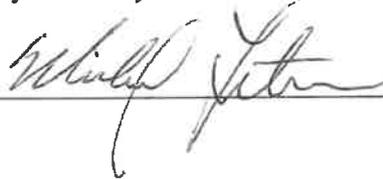
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**ANTI-KICKBACK AFFIDAVIT**

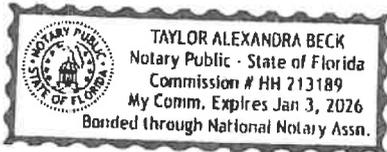
STATE OF Florida

COUNTY OF Duval

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein response will be paid to any employee 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 to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 25 day of AUGUST, 2022 by TAYLOR BECK



(NOTARY SEAL)

  
(Signature of Notary Public- State of Florida)

TAYLOR BECK  
(Name of Notary Typed, Printed, or Stamped)

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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 for Michael Langton, President  
(print individual's name and title)

by Langton Associates, Inc.  
(print name of entity submitting sworn statement)

whose business address is 5627 Atlantic Boulevard, Suite 4 Jacksonville, FL 32207

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

59-2247694

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or 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.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that 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 agent 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 of 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.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute 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.

6. Based on 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, or 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 has been a subsequent proceeding 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 this sworn statement on the convicted vendor list (attach a copy of the final order).

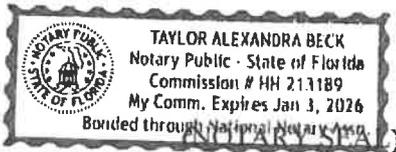
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER

31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

*[Handwritten Signature]*  
(SIGNATURE)  
8/25/22  
(DATE)

STATE OF Florida  
COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 25 day of AUGUST, 2022, by TAYLOR BECK



*T Beck*  
(Signature of Notary Public- State of Florida)

TAYLOR BECK  
(Name of Notary Typed, Printed, or Stamped)

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

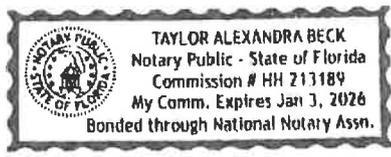
STATE OF Florida

COUNTY OF Duval

I, the undersigned hereby duly sworn, depose and say that the firm of Langton Associates, Inc.  
\_\_\_\_\_ 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: \_\_\_\_\_  
*[Handwritten Signature]*

Sworn to (or affirmed) and subscribed before me by means of  physical presence or   
online notarization, this 25 day of AUGUST, 2022 by TAYLOR BECK



\_\_\_\_\_  
*[Handwritten Signature]*  
(Signature of Notary Public – State of Florida)

(NOTARY SEAL) TAYLOR BECK  
(Signature of Notary Public – State of Florida)

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**CONE OF SILENCE AFFIDAVIT**

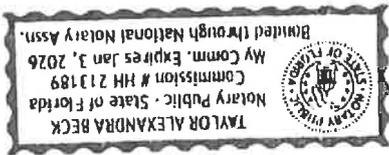
Pursuant to City of Key West Code of Ordinances Section 2-773 (attached below)

STATE OF Florida  
COUNTY OF Duval

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Langton Associates, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

[Signature]  
(signature)  
8/25/22  
(date)

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 25 day of AUGUST, 2022, by TAYLOR BECK



[Signature]  
(Signature of Notary Public – State of Florida)

(NOTARY SEAL) TAYLOR BECK  
(Signature of Notary Public – State of Florida)

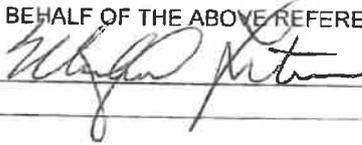
Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: <u>Langton Associates, Inc.</u>		
Vendor FEIN: <u>59-2247694</u>		
Vendor's Authorized Representative Name and Title: <u>Michael Langton, President</u>		
Address: <u>5627 Atlantic Boulevard, Suite 4</u>		
City: <u>Jacksonville</u>	State: <u>Florida</u>	Zip: <u>32207</u>
Phone Number: <u>904-598-1368</u>		
Email Address: <u>mlangton@langtonconsulting.com</u>		

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF RESPONDENT, I HEREBY CERTIFY THAT THE COMPANY IDENTIFIED ABOVE IN THE SECTION ENTITLED "RESPONDENT VENDOR NAME" IS NOT LISTED ON EITHER THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST I UNDERSTAND THAT PURSUANT TO SECTION 287.135, FLORIDA STATUTES, THE SUBMISSION OF A FALSE CERTIFICATION MAY SUBJECT SUCH COMPANY TO CIVIL PENALTIES, ATTORNEY'S FEES, AND/OR COSTS AND TERMINATION OF THE CONTRACT AT THE OPTION OF THE AWARDING GOVERNMENTAL ENTITY.

CERTIFIED BY: <u>Michael Langton</u>	<u>President</u>
<small>PRINT NAME</small>	<small>PRINT TITLE</small>
WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.	
Authorized Signature: _____	





# *State of Florida*

## *Department of State*

I certify from the records of this office that LANGTON ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on April 19, 1982.

The document number of this corporation is F76790.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 26, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-third day of August,  
2022*



  
**Secretary of State**

**Tracking Number: 8871699614CU**

**To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.**

**<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>**



City of Key West  
1300 White Street, Key West, FL. 33040 (305) 809-3700

## ADDENDUM NO. 1

### Grant Writing and Grant Administration Services RFP # 22-005

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and technical nature.

#### QUESTIONS/CLARIFICATIONS:

##### Question 1

Would the City be open to explore other pricing models other than a lump sum for the grant writing services?

##### Response 1

Yes

##### Question 2

Is the City interested in exploring additional grant funding sources that might be available to them, such as the following?

- US Department of Transportation - Rebuilding American Infrastructure Sustainably & Equitably (RAISE)
- US Department of Transportation - Bridge Investment Program
- US Department of Transportation - Port Infrastructure Development Program
- Federal Emergency Management Agency - Building Resilient Infrastructure for Communities (BRIC)

##### Response 2

Yes

##### Question 3

Are the cover/cover letter/contents/dividers included in the 20-page count?

##### Response 3

The cover letter is included in the 20-page count. The cover, contents (if referring to a table of contents) and dividers are not included.

##### Question 4

As currently worded, we believe that the indemnity provision on the Indemnification Form on page 21 of the RFP is not in compliance with Florida Statute 725.08 and is unenforceable.

Please consider rewording same to conform with the statute. Suggested language per Florida Statutes 725.08 is:

*"The design professional shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract."*

Response 4

This RFP is not for design.

Question 5

Please consider REMOVING the highlighted text from the paragraph below:

3.6. CONSULTANT shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in CONSULTANT'S field performing such services at the time and place where the services are provided. In the event CONSULTANT does not comply with this standard, and omissions or errors are made by CONSULTANT, CONSULTANT will correct such work that contains errors or omissions at no cost to CITY and reimburse CITY through compensation for damages-

Response 5

Contract negotiations occur after the proposer is chosen by the City Commission.

Question 6

Please consider REMOVING the highlighted text from the paragraph below:

7.8.1. 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 "indemnities") from liabilities, damages, losses and costs, including, but not limited to, 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, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of CONSULTANT's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

Response 6

Contract negotiations occur after the proposer is chosen by the City Commission.

Question 7

Please consider ADDING the highlighted text provided below:

7.9.2. CONSULTANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies—except Professional Liability and workers' compensation—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 insurance coverage 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.

Response 7

Contract negotiations occur after the proposer is chosen by the City Commission.

Question 8

The City requires that we certify we provide benefits to domestic partners of our employees on the same basis as we provide benefits to employees' spouses. Our health insurance does not allow us to extend coverage to domestic partners, however, we do cover a cash equivalent. In this case, is it necessary for us to take an exception to this requirement?

Response 8

Section 2-799(e)(6) of our code of ordinances states that

Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:

The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefit or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.

2-799(a)(3) defines 'Cash equivalent' as the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalent of the following benefits applies:

[...]

b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.

[...]

Question 9

You note that the total proposal length (not including required forms, Sworn Statements, or Affidavits) will not exceed 10 double (20 single) side pages. Are resumes excluded from this 20 page limit? Well over half the proposal will include resumes - even if we limit resumes to one page.

Response 9

Yes, resumes are excluded.

Question 10

Does a proposal cover count as a page toward the page limit?

Response 10

No

Question 11

Information provided in the RFP states that the City writes about 25 grant applications each year. On the pricing form, we are asked for a lump sum annual price for grant writing services, but it is unclear whether the City expects the awarded vendor to assume responsibility for all 25 grant applications or some portion of the total. To receive similar responses across bidders, could the City clarify the level of effort expected under grant writing services?

Response 11

The assumption is for the awarded vendor to assume responsibility for all 25 grant applications with assistance from City Staff for content. 25 is an average number.

Question 12

The RFP requests a monthly report detailing the time spent on grant writing effort, "summarizing the amount of time expended and describing activities undertaken during the previous month." The request for pricing shows this as an annual lump sum paid in monthly increments. The reporting request for time expended seems at odds with your request to provide pricing as a lump sum. Can the City provide further clarification that may align the reporting request with the pricing request?

Response 12

Time estimates are acceptable for these monthly reports. This info is used as reference to estimate the complexity of each grant written.

Question 13

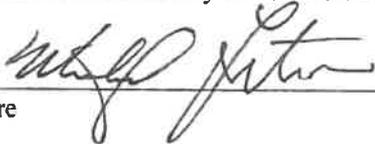
RFP Section C.12 clearly states that 9 of the 10 listed requirements count toward the 20 single-sided page limit. Resumes are requested in this section. Would the City prefer that abbreviated resumes/bios be included to meet the page limitation, with full resumes attached as an addendum not counted against the 20-page limit?

Response 13

Resumes are not counted against the 20-page limit.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 1** by submitting the addendum with their proposal as a required form. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature



Langton Associates, Inc.

Name of Business



# Price Proposal

## **Grant Research and Grant Writing**

Under our current contact with the City of Key West, **Langton Consulting** performs unlimited grant research and grant writing services for an annual lump sum price of \$63,000.00. If selected to continue these services, we propose the same annual lump sum structure, with an option allow for a 3% increase to the annual lump sum price each year, not to exceed five (5) total years, based on performance evaluation by the City Commission and staff.

**Year One Annual Lump Sum Price: \$64,890.00**

**Year Two Annual Lump Sum Price: \$66,836.00**

**Year Three Annual Lump Sum Price: \$68,841.00**

**Year Four Annual Lump Sum Price: \$70,906.00**

**Year Five Annual Lump Sum Price: \$73,033.00**

## **Grant Consulting and Grant Administration**

In regards to grant consulting and grant administration fee structures, **Langton Consulting** believes that individual, pre-negotiated, not-to-exceed Task Orders (Time & Materials), based on estimated hours, approved hourly rates by Consultant Position, and allows the freedom and flexibility of performing these services based on the budgetary parameters of the City Departments and assists the Departments with meeting their timeliness deadlines and expenditure timeline requirements. It also allows us to evaluate a fair price for the services based on project size and status of completion.

The following proposed hourly rates include all fringe benefits, salaries, general overhead costs, direct expenses, profit and all other out of pocket expenses.

<b>Item</b>	<b>Position</b>	<b>Hourly Rate</b>
1	Principal Consultant	\$246
2	Senior Consultant	\$234
4	Consultant	\$210
5	Program Administrative Support	\$114
6	Clerical Staff	\$90

These rates are negotiable if selected based on our qualifications and prior services.

## **Travel Costs and Materials**

Any travel costs in excess of the two (2) proposed on-site visits per year will be pre-negotiated with City Administrators and will follow the City's internal policies on reimbursement of travel expenses. Any special materials including software, equipment or registration fees required to complete the proposed services within this RFP response, will be pre-negotiated with City Administrators and will be billed in accordance with the City's internal policies on reimbursement of materials.

### Exhibit C: Cost Proposal

Consultant Name: Langton Associates, Inc.

Project Name: **Grant Writing and Grant Administration Services**

Project Number: **RFP #22-005**

**Grant Writing Services (lump sum):** Please enter a lump sum amount for each year to be paid monthly in twelve (12) even payments. The annual amounts should be all-inclusive and include any anticipated increases over the years. Refer to Section C.12, Item 10 Cost Proposal.

Year	Lump Amount
Year 1	\$ 64,890.00
Year 2	\$ 66,836.00
Year 3	\$ 68,841.00
Year 4 – (Year 1 of two-year option to renew)	\$ 70,906.00
Year 5 – (Year 2 of two-year option to renew)	\$ 73,033.00
<b>Total Grant Writing Services Amount</b>	<b>\$ 344,506.00</b>

**Grant Administration Services (hourly):** Please enter staff position, all-inclusive hourly rate with anticipated increases over the years, hours per month, and total cost per month. Refer to Section C.12, Item 10 Cost Proposal.

Staff Position	Hourly Rate	Hours per Month	Total Cost per Month
Principal Consultant	\$ 246	10	\$ 2,460.00
Senior Consultant	\$ 234	20	\$ 4,680.00
Consultant	\$ 210	20	\$ 4,200.00
Program Administrative Support	\$ 114	5	\$ 570.00
Clerical Support	\$ 90	5	\$ 450.00
	\$		\$
	\$		\$
	\$		\$
Total Estimated Monthly Cost of Grant Administration <span style="float: right;">A)</span>			\$ 12,360.00
Total Estimated Annual Cost of Grant Administration <span style="float: right;">(A x 12) B)</span>			\$ 148,320.00
Total Estimated 5-Year Cost of Grant Administration <span style="float: right;">(B x 5) C)</span>			\$ 741,600.00

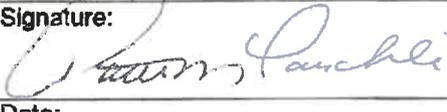
<b>5-Year Total Grant Writing PLUS Grant Administration (This total used for scoring)</b>	<b>\$ 1,086,106.00</b>
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## TASK AUTHORIZATION FORM

### CITY OF KEY WEST Task Authorization

In accordance with the terms and conditions of the Agreement ref.: RFP # 22-005 Grant Writing and Grant Administration Services and Resolution #23-011, the parties hereto agree to perform the work itemized below.

<b>City Project Manager: Carolyn Sheldon</b> Date: 1/30/2023    Number: 01
Contractor: Langton Associates, Inc.  PO Box 37007, Jacksonville, FL 32236-7007  Consultant Project Manager: Michael Langton

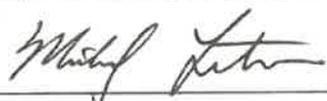
Summary of Work to be Completed by the Contractor/Consultant	
<b>Fiscal Year 2023 Grant Writing Services</b> Provide Grant Research, Strategic Grant Planning, Grant Development & Submission, and General Technical Assistance Services	
<i>Scope of Work:</i> as approved in Approach & Methodology section of RFP #22-005 response	
<i>Project Timeline:</i> February 1, 2023 to September 30, 2023 (8 months)	
<i>Price:</i> <del>\$43,260.00</del> total (\$5,407.50 x 8 months) Note: \$5,407.50 monthly amount is based on Year 1 annual amount of \$64,890; Year 1 begins February 2023 and ends January 2024	
Recommended By:  <div style="text-align: center;">City Project Manager</div>	Date: <u>1/30/23</u>
Reviewed By:  <div style="text-align: center;">City Attorney or Delegate (if required)</div>	Date: <u>1/30/23</u>
Contractor/Consultant Approved	City Manager or Delegate
Name (print) Michael Langton, President Signature: 	Name (print) Signature: 
Date: <u>1/30/23</u>	Date: <u>2/16/23</u>

**TASK AUTHORIZATION FORM**

**CITY OF KEY WEST  
Task Authorization**

In accordance with the terms and conditions of the Agreement ref.: RFP # 22-005 Grant Writing and Grant Administration Services and Resolution #23-011, the parties hereto agree to perform the work itemized below.

<b>City Project Manager:</b> Carolyn Sheldon	
Date: 10/24/2023	Number: 03
<b>Contractor:</b> Langton Associates, Inc.	
PO Box 37007, Jacksonville, FL 32236-7007	
<b>Consultant Project Manager:</b> Michael Langton	

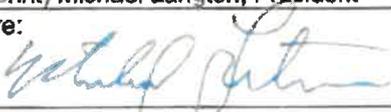
Summary of Work to be Completed by the Contractor/Consultant		
<b>Fiscal Year 2024 Grant Writing Services</b> Provide Grant Research, Strategic Grant Planning, Grant Development & Submission, and General Technical Assistance Services		
<b>Scope of Work:</b> as approved in Approach & Methodology section of RFP #22-005 response		
<b>Project Timeline:</b> October 1, 2023 to September 30, 2024 (12 months)		
<b>Price:</b> \$86,187.33 total (\$5,407.50 x 4 months plus \$5,569.67 x 8 months) Note: \$5,407.50 monthly amount is based on Year 1 annual amount of \$64,890; Year 1 begins February 2023 and ends January 2024; \$5,569.67 monthly amount is based on Year 2 annual amount of \$66,836; Year 2 begins February 2024 and ends January 2025.		
<b>Recommended By:</b>  <div style="text-align: center;">                       City Project Manager                 </div>	<b>Date:</b> 10/27/23	
<b>Reviewed By:</b>  <div style="text-align: center;">                       City Attorney or Delegate                      (If required)                 </div>	<b>Date:</b> 10/26/23	
Contractor/Consultant Approved		
<b>Name (print)</b> Michael Langton, President <b>Signature:</b> 	City Manager or Delegate	
<b>Date:</b> 10/24/2023	<b>Name (print)</b> Albert Childress, City Manager <b>Signature:</b> 	<b>Date:</b> Oct. 27, 2023

**TASK AUTHORIZATION FORM**

**CITY OF KEY WEST  
Task Authorization**

In accordance with the terms and conditions of the Agreement ref.: RFP # 22-005 Grant Writing and Grant Administration Services and Resolution #23-011, the parties hereto agree to perform the work itemized below.

<b>City Project Manager:</b> Carolyn Sheldon
Date: 1/30/2023 Number: 02
<b>Contractor:</b> Langton Associates, Inc.
PO Box 37007, Jacksonville, FL 32236-7007
<b>Consultant Project Manager:</b> Michael Langton

Summary of Work to be Completed by the Contractor/Consultant	
<b>Fiscal Year 2023 Grant Administration Services</b> Provide Grant Consulting and General Grant Administration Services, on an as needed basis.	
<b>Scope of Work:</b> as approved in Approach & Methodology section of RFP #22-005 response; to be requested and approved by City Department Head and City Project Manager prior to start.	
<b>Project Timeline:</b> February 1, 2023 to September 30, 2023 (8 months)	
<b>Price (not to exceed):</b> \$98,880.00 total (\$12,360 not to exceed monthly amount x 8 months) Note: \$12,360.00 not to exceed monthly amount is based on Year 1 annual not to exceed amount of \$148,320: Amount of monthly invoices will be determined based on attached <b>Labor Detail Reports</b> for any work performed under this approved <b>Task Authorization</b> .	
<b>Recommended By:</b>  City Project Manager	<b>Date:</b> 1/30/23
<b>Reviewed By:</b>  City Attorney or Delegate (If required)	<b>Date:</b> 1/30/23
<b>Contractor/Consultant Approved</b>	<b>City Manager or Delegate</b>
Name (print) Michael Langton, President Signature: 	Name (print) Signature: 
<b>Date:</b> 1/30/23	<b>Date:</b> 2/1/23

**TASK AUTHORIZATION FORM**

**CITY OF KEY WEST**  
**Task Authorization**

In accordance with the terms and conditions of the Agreement ref.: RFP # 22-005 Grant Writing and Grant Administration Services and Resolution #23-011, the parties hereto agree to perform the work itemized below.

City Project Manager: Carolyn Sheldon
Date: 10/24/2023 Number: 04
Contractor: Langton Associates, Inc.
PO Box 37007, Jacksonville, FL 32236-7007
Consultant Project Manager: Michael Langton

Summary of Work to be Completed by the Contractor/Consultant	
<b>Fiscal Year 2024 Grant Administration Services</b>	
Provide Grant Consulting and General Grant Administration Services, on an as needed basis.	
<b>Scope of Work:</b> as approved in Approach & Methodology section of RFP #22-005 response; to be requested and approved by City Department Head and City Project Manager prior to start.	
<b>Project Timeline:</b> October 1, 2023 to September 30, 2024 (12 months)	
<b>Price (not to exceed):</b> \$66,000.00 total (based on FY2024 budgeted amount)	
Note: Further breakdown of \$66,000.00 as follows:	
HMGP Harris & 10th/4337-386-R	\$ 7,500
HMGP Force Main/4337-501-R	\$ 7,500
HMGP Fire Station 1/4337-441-R	\$ 1,000
HMGP Public Serv Bldgs/4334-451-R	<u>\$ 4,000</u>
Total	\$20,000
ARPA	\$40,000
Other grants	\$ 6,000
Amount of monthly invoices will be determined based on attached <b>Labor Detail Reports</b> for any work performed under this approved <b>Task Authorization</b> .	
Recommended By:	Date: <u>10/27/23</u>
City Project Manager	
Reviewed By:	Date: <u>10/20/23</u>
 City Attorney or Delegate (If required)	
<b>Contractor/Consultant Approved</b>	<b>City Manager or Delegate</b>
Name (print) Michael Langton, President	Name (print) Albert Childress, City Manager
Signature: 	Signature: 
Date: 10/24/2023	Date: <u>Oct 27, 2023</u>