

### Town of Sewall's Point, Florida

Request for Proposals

for

### GRANT DEVELOPMENT AND CONSULTING SERVICES

RFP No. <u>2021-002</u> Issued: <u>April 30, 2021</u>

#### Request for Proposals: Grant Development and Consulting Services

The Town of Sewall's Point, Martin County, Florida (the "Town"), is seeking to engage the services of one or more qualified consultants to provide grant development and consulting services (the "Services"). It is the intention of the Town to apply for grants which address the Town's needs associated with capital infrastructure improvements, community and economic development, public safety and recreation and any other Town need that arises.

The Town of Sewall's Point reserves the right to reject any and all proposals, to waive any and all informalities or irregularities and to accept or reject all or any part of any proposal as the Town may deem to be in the best interest of the Town. The successful proposer will be evaluated and ranked in accordance with the requirements of this RFP, applicable Town regulations and applicable state law. The anticipated contract term is an initial term of two (2) years with the option for three (3) one year renewals; however, such term may be negotiated by the parties and approved by the Town Commission.

**Proposals are due by <u>2:00 p.m.</u> on <u>May 18, 2021</u>. Further instructions for proposal submission are contained in this RFP.** 

Interested persons or entities may obtain a copy of the RFP by contacting the Town Manager's office at (772) 287-2455 or from the Town's website at <a href="www.sewallspoint.org">www.sewallspoint.org</a>. All proposals must be hand-delivered or mailed to:

Town of Sewall's Point One South Sewall's Point Road Sewall's Point, Florida 34996

ENVELOPE MUST BE IDENTIFIED AS RFP #2021-002

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#### I. Project Objective

The Town of Sewall's Point, Martin County, Florida (the "Town"), is seeking to engage the services of one or more qualified consultants to provide grant development and consulting services. A complete scope of services is attached as **Exhibit "A"** and incorporated into this Request for Proposals ("RFP").

#### II. Instructions to Respondents; Terms and Conditions

#### A. Proposal Submission

Respondents (also known as consultants herein) must submit one original and two copies of their proposal by 2:00 p.m. on May 18, 2021, to the Town Hall, Town of Sewall's Point, One South Sewall's Point Road, Sewall's Point, Florida 34996. All proposals must be submitted in a sealed envelope marked with the respondent's name, "RFP No. 2021-002", and the words "Grant Development and Consulting Services." Proposals must be submitted by hand delivery or mail. Proposals by telephone, e-mail, or facsimile shall not be accepted. It is the sole responsibility of the respondent to ensure that its proposal arrives within the given timeframe. Proposals received after the specified time and date shall be returned unopened. The clock located in the Town of Sewall's Point Town Hall reception area shall serve as the official authority to determine lateness of any proposal. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the respondent. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal.

#### B. Costs of Proposal

Costs of proposal preparation or any other costs incurred to respond to this RFP are the sole responsibility of the respondent. The Town assumes no responsibility for any such costs incurred by the respondent. The respondent also agrees that the Town bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

#### C. Questions; Addenda

All questions or concerns regarding this RFP must be submitted in writing, faxed to (772) 220-4765, or by email to <a href="mailto:mberger@sewallspoint.org">mberger@sewallspoint.org</a> to the attention of the Town Manager, referencing the RFP name. The Town may issue Addenda to the RFP for distribution to all registered respondents. Any responses by the Town to Proposers' questions or concerns will be addressed, if at all, by Addenda which will be posted on the Town's website. It will be the responsibility of the respondent to review the answers to these questions prior to submitting a proposal. It is the respondent's responsibility to ascertain if any addenda have been issued, to obtain all such addenda, and to acknowledge all addenda within the proposal.

Respondents shall not direct any queries or statements concerning their proposal to the Town staff or officials during the selection process from the time of submission of a proposal until the execution of a contract. Any proposer who initiates any discussions with staff or officials in any manner other than that described below is subject to disqualification from this procurement. No

oral interpretation of this RFP shall be considered binding. The Town shall be bound by information and statements only when such statements are written and executed under the authority of the Town Mayor/Manager.

#### D. Request for Additional Information

The Town reserves the right to request clarification of information submitted and to request additional information of any respondent. Any such request should not be construed by a respondent as an indication of selection to provide proposed services.

#### E. Withdrawal of Proposal

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide to the Town the services set forth in this RFP, or until one or more of the proposals have been awarded.

#### F. Property of the Town

All materials submitted in response to this RFP become the property of the Town. The Town has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

#### G. RFP Timetable

The anticipated schedule for this RFP and contract approval is as follows:

Questions from Potential Respondents DueMay 13, 2021Issue Addendum (if necessary)May 14, 2021Proposal Due Date and TimeMay 18, 2021 at 2:00 p.m.Proposal EvaluationMay 19, 2021 at 9:00 a.m.Town Commission ApprovalMay 25, 2021, or as soon thereafter as possibleContract Negotiations/ApprovalTBD

The Town reserves the right to amend the anticipated schedule as it deems necessary.

#### H. Convicted Vendor List; Ethics Requirement

Pursuant to the requirements of Sec. 287.133, Florida Statutes, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, a person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be

awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted contractor list.

This RFP is subject to the State of Florida Code of Ethics for Public Officers and Employees. Accordingly, there are prohibitions and limitations on the employment of Town officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review the Florida Code of Ethics in order to ensure compliance with the same. Respondents shall submit a signed and notarized statement with their proposal on the form provided herein (Exhibit "B").

#### I. Disclosure and Disclaimer

The information contained herein is provided solely for the convenience of the respondents. It is the responsibility of each respondent to assure itself that information contained herein is accurate and complete. Neither the Town nor its agents provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with Town representatives or agents, shall be at each respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. This RFP is being provided by the Town without any warranty or representation, express or implied, as to its content, accuracy or completeness and no respondent or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

In its sole discretion, the Town may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may waive any and all informalities or irregularities in a proposal that are non-material. Through its own investigation and in its sole discretion, the Town may determine the qualifications, experience and acceptability of any respondent submitting a proposal in response to this RFP. Following submission of a proposal, each respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the respondent, including the respondent' affiliates, officers, directors, shareholders, partners and employees, as requested by the Town. Any action taken by the Town in response to proposals submitted in response to this RFP or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this RFP, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability, or obligation on the part of the Town, or its advisors. The Town reserves the right, and the Town Commission has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Town Commission. to waive any and all informalities or irregularities

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

#### J. Public Records Law; Proprietary Information

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any respondent believes its proposal contains exempt or confidential information, the respondent must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

#### K. Contract Agreement

Compensation. The contract will be an hourly rate contract with a not-to-exceed amount which the consultant exceeds at its own risk. The not-to-exceed amount may be included in the contract itself, work orders issued authorizing a specific scope of work to commence, or both. The terms and conditions of the resulting contract will be negotiated with successful respondent(s). If the Town and the successful respondent cannot agree on the terms and conditions of the resulting contract, the Town reserves the right to terminate negotiations with the successful respondent and move to the next ranked respondent to commence negotiations. Negotiations may continue in this process until the Town is able to enter into a contract with a respondent that best meets the needs of the Town.

*Non-exclusive*. While the Town anticipates awarding one contract, the Town reserves the right to award to more than one respondent if it is in the best interests of the Town.

Term and Termination. The resulting non-exclusive contract shall be for an initial term of 2 years with 3 additional 1-year renewal options unless earlier terminated in accordance with the terms of the resulting contract. The Town may exercise such advance written notice of its intention to renew prior to the expiration of the then current term. The contract will include a termination without cause provision that allows either party to terminate the contract with thirty (30) days' written notice.

Indemnification. The selected respondent agrees to indemnify, defend, save and hold harmless the Town, its officers, agents and employees, from and against any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from the Town, its commissioners, officials, employees, agents, contractors or volunteers (collectively, the "Town") by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with the performance of services, by or on behalf of the consultant; or the violation of federal, state, county or municipal laws, ordinances or regulations by the consultant.

Appropriated Funds. Each fiscal year of the contract and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Town of Sewall's Point. If an awarded contract is not funded in whole or in part in a fiscal year, the Town will have the right to terminate the contract without cause. The Town need not include a lack of appropriations provision in the resulting contract to avail itself of such right.

#### L. Insurance Requirements

Prior to execution of the resulting contract, the selected consultant, at its sole expense, shall obtain and maintain in force at all times during the term of the contract insurance coverage as required herein. The requirements contained herein, as well as the Town's review or acceptance of insurance maintained by the consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the consultant under the contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance carriers must have an AM Best rating of at least A VII or better. The Certificates shall clearly indicate that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the Town. All insurance, other than Professional Liability and Workers' Compensation, shall specifically include the "Town of Sewall's Point, its commissioners, employees, agents, and affiliates" as an "Additional Insured."

- 1. Workers' Compensation The selected consultant shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees in accordance with Florida Statutes. Employer's Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum.
- 2. Commercial General Liability The selected consultant shall maintain commercial general liability coverage, issued under an occurrence from basis, including contractual liability to cover the hold harmless agreement set forth in the contract, with limits of not less than the following:

Each Occurrence: \$1,000,000.00

Personal/advertising injury: \$1,000,000.00

Products/completed operations aggregate: \$2,000,000.00

General aggregate: \$2,000,000.00

- 3. Professional/Errors & Omissions The selected consultant shall provide standard Professional Liability Insurance or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000.00 per occurrence. For policies written on a "Claims-Made" basis, the consultant warrants the retroactive date equals or precedes the effective date of the awarded contract. If the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.
- **4.** Business Automobile Liability The selected consultant shall provide coverage for all owned, non-owned and hired vehicles in the minimum amount of \$1,000,000.00, each accident.

The selected firm shall agree to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected firm shall agree to notify the

insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the firm enter into such a contract on a pre-loss basis.

#### M. Safety Precautions; and Repair of Damages

The consultant shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The consultant shall comply with all applicable provisions of federal, state, and municipal safety laws, insurance requirements, standard industry practices, the requirements of the grants and the awarded contract. The consultant shall promptly remedy damage and loss to property caused in whole or in part by the consultant, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

#### N. Record Retention Requirements

The consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least ten years after completion of the contract resulting from this RFP. The Town shall have access to all records, documents, and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the consultant's local place of business to the Town, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction. If records are unavailable locally, it shall be the consultant's responsibility to ensure that all required records are provided to the Town at the consultant's expense.

#### O. Protests

After evaluation, the recommended proposer(s) for award will be on file at Town Hall for review by interested parties prior to submission through the appropriate approval process and will remain for a period of five full business days. Failure to file a protest to the Town by 5:00 PM on the fifth full business day after the award is posted or otherwise announced by the Town shall constitute a waiver of protest proceedings.

#### P. Subcontracting

Any subcontractor is subject to the reasonable approval of the Town.

#### Q. Exhibits

This RFP consists of the following exhibits (which are incorporated herein by reference):

- Exhibit "A" Scope of Services
- Exhibit "B" Conflict of Interest Statement and Litigation Statement
- Exhibit "C" Drug-Free Workplace Form
- Exhibit "D" Proposal Submittal Form and Acknowledgment

Exhibit "E" Hourly Rate Schedule

• Exhibit "F" References

#### III. Evaluation and Award; Proposal Formatting

#### A. Generally.

The Town may assemble an Evaluation Committee to evaluate the proposals or the Town Manager may evaluate the proposals. The Evaluation Committee/Town Manager will evaluate and rank the most advantageous proposals and make a recommendation for contract award to the Town Commission. The selected respondent will be notified in writing with an intent to award letter.

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the Town through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the Town to award the proposal to the lowest priced respondent, and the Town reserves the right to award the contract to the respondent submitting the best overall responsive proposal which offers the most advantageous opportunity to the Town and is consistent with the evaluation criteria.

As part of the evaluation process, the Town may conduct an investigation of references. Submission of a proposal in response to this RFP constitutes acknowledgment of the investigation process and consent to the Town's investigation. The Town is the sole judge in determining respondent's qualifications.

#### B. Evaluation Criteria and Scoring

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting).

| Services Approach (including Schedule) Pricing                        | 0 – 30 points<br>0 – 25 points |  |
|---|--------------------------------|--|
| Experience and Qualifications  Services Approach (including Schodule) | 0 – 30 points                  |  |
| Responsiveness to RFP   | 0 – 15 points                  |  |
| EVALUATION CRITERIA   | Points Awarded                 |  |

In the event of a tie in the scoring, the Town will provide a preference to the respondent with a drug-free workplace policy (see **Exhibit "C"**).

#### C. Presentations

At its sole option, the Town may require presentations from ranked respondents before making the final selection. This requirement is at the sole discretion of the Town.

#### D. Proposal Format

Each respondent shall submit one (1) original, two (2) copies of its proposal, in a clear, concise format, on 8 1/2" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Signatures are required where indicated; failure to do so may be cause for rejection of proposal.

Only one proposal may be submitted by each respondent. Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

#### 1 Table of Contents

#### 2. Letter of Transmittal (not to exceed two pages)

This letter will summarize in a brief and concise manner the following:

- General summary of respondent's business operation; how long in business; general approach to tasks and projects; and, why the respondent should be selected.
- Briefly state the respondent's understanding of the scope of services and make a positive commitment to perform the services.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the respondent, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the respondent must sign the Letter of Transmittal and must indicate the agent's title or authority (see **Exhibit "D"**).

#### 3. Addenda (unlimited pages)

This section shall include a statement acknowledging receipt of each addendum issued by the Town. Each respondent is responsible for visiting the Town's website to view and obtain addendum.

#### 4. Proof of Licenses and other documentation (unlimited)

Respondents shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

• Proof of all applicable licenses for goods and/or services to be rendered (including registration with State of Florida Division of Corporations if applicable);

- Statement or proof of required insurance; and,
- Proof of respondent's Business Tax Receipt (as applicable)
- Other Proof of Specific Qualifications.

#### 5. Pricing of Services

Respondents are to provide an hourly rate schedule as identified in **Exhibit "E"** of the RFP. The fee basis should be an all-inclusive, hourly fee. The hourly rate given for any one position in the Fee Schedule is deemed to include the cost of any assistance needed from any other personnel not represented by a separate hourly rate. No other hourly rates shall apply except those included in the Fee Schedule.

#### 6. Services Approach (unlimited)

Describe in detail your proposal to fulfill the requirements of the scope of services. Explain how you will access potential sources of grant funding that might not have otherwise been available to the Town. Provide a detailed description of how your organization will perform the following grant writing services: (1) funding needs analysis, (2) identification of appropriate grant resources, (3) grant preparation process, (4) grant review and approval process, and (5) a detailed time frame for this process (i.e., nos. 1-4). Indicate the earliest available start date for your project team and the project completion date based on the date provided in the timetable.

### 7. Successful Experience and Qualification of Staff (limited to three pages plus successful proposal list, sample grant proposal and resumes)

Specify the number of years the respondent has been in the grant development business. Identify the respondent's qualifications to perform the services identified in the RFP and its relevant experience. Respondents should provide evidence of and proficiency in obtaining grant funds for other communities. Respondent shall provide a list of the respondent's successful grant proposals during the last 3-4 years, including the name of the awarding organization/agency, the amount of the funding, and the project funded. Respondents should include one of its successful grant proposals that is relevant to the services requested in this RFP as a writing sample.

Identify the specific individual who would serve the Town on a day to day basis as a primary point of contact on behalf of the respondent. The individual (s) identified shall be available within 24 hours' notice by telephone to attend meetings, respond to telephone calls and to respond to specific inquiries. Resumes of key personnel should also be included. Resumes should not exceed two-pages per person.

#### 8. References

Respondents shall provide a minimum of three (3) local government references for which the proposer has provided grant writing or consulting services. Include the name of the organization, brief description of the services performed, name of contact person, telephone number and email

address. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered. Respondents shall complete **Exhibit "F" References** to comply with this section.

#### 9. Default, Termination, Litigation, Debarment, etc. (unlimited)

Respondents should provide a summary of any default, termination, litigation, or debarment against or which named the respondent in the past five (5) years which is related to the goods and/or services sought in this RFP or that respondent otherwise provides in the regular course of business. The summary shall state the nature of the default, termination, litigation, or debarment and a brief description of the outcome or projected outcome, and the monetary amount involved. If none, state as such.

#### 10. Appendix – Other Relevant and Supporting Documentation (optional).

Respondent must submit all other exhibits not identified above in this section.

#### 11. Required Forms

Respondents must submit the following forms with their proposals. Failure to provide the following forms may negatively impact a proposal's scoring.

- Conflict of Interest Statement and Litigation Statement (attached hereto as Exhibit "B")
- Drug-Free Workplace Form (attached hereto as Exhibit "C")
- Proposal Submittal Form and Acknowledgment (attached hereto as Exhibit "D")
- Hourly Rate Schedule (attached hereto as Exhibit "E")
- References (attached hereto as Exhibit "F")

#### E. Representations by Submittal of Proposals

By submitting a proposal, the respondent warrants, represents and declares that:

- (1) Person(s) designated as principal(s) of the respondent is named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting contract.
- (2) The proposal is made without connection, coordination, or cooperation with any other persons, company, firm, or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
- (3) The respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the Town and the respondent.
- (4) By signing and submitting a proposal, respondent certifies that respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors,

- or executives thereof are not presently debarred, proposed for debarment, or declared ineligible to bid or participate in any federal, state, or local government agency projects.
- (5) Pursuant to Sec. 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the Town for 36 months following the date of being placed on the convicted firm list. Respondent certifies that submittal of its proposal does not violate this statute.
- (6) Respondent recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the respondent may suffer from the disclosure or submittal of proposal information to third parties.

END OF RFP RFP EXHIBITS FOLLOW

## Exhibit "A": Scope of Services RFP No. 2021-002 — Grant Development and Consulting Services

The scope of services to be provided pursuant to this RFP includes grant development and consulting services as outlined in this section. Respondents are advised to propose based on the entire scope of services as defined herein, however, the Town reserves the right to select which specific services the respondent will provide and to add or delete services within this scope throughout the term of any resulting agreement with mutual consent.

Services may include the following:

- 1. Funding Needs Analysis Work with Town staff and consultants/contractors to assess the Town's needs and funding priorities.
- 2. Grant Funding Research Conduct research to identify grant resources including, but not limited to, federal, state, foundation, agencies and organizations that support the Town's funding needs and priorities in the following general areas by way of illustration but not limitation:
  - a. Infrastructure Development and Maintenance;
  - b. Community and Economic Development;
  - c. Public Safety;
  - d. Technology;
  - e. Sea level rise; and
  - f. Recreation and cultural activities.

On a regular basis and upon request provide the Town with summaries of potential funding opportunities. Summaries should include, but not be limited to, name of agency, due dates for applications, eligibility, a brief program summary and the level of funding available.

- 3. On-call Grant Research In addition to the areas defined above, other areas may also be identified through the Funding Needs Analysis process and throughout the duration of the contract. The scope of services may also include researching grant opportunities identified by the Town.
- 4. Grant Proposal Development Provide general grant proposal writing services associated with the completion of grant applications on behalf of the Town, including the preparation of funding abstracts, production and submittal of applications to funding sources. Prior to submittal of any grant application to a funding source, such application shall be submitted to the Town Manager or designee for review and approval and to the Town Commission for approval, if required. A copy of each grant application package submitted for funding, in its entirety, is to be provided to the Town Manager.
- 5. Reports The successful consultant shall submit monthly reports to the Town Manager summarizing the amount of time expended and describe activities undertaken during the previous month. The consultant, upon request, will provide an annual report that includes a summary of

the grants applied for, the outcome of each grant request and any other information requested by the Town. Based upon the reporting or otherwise, the Town reserves the right to suspend services under the contract when the Town Manager or the Town Commission finds that such suspension is in the best interests of the Town.

6. Other Services – Provide other consulting services, as required, including, but not limited to: representation on local, state and federal levels to monitor and guide grant applications through the pertinent government (and other) agencies and such other services regarding the obtaining of grants as the Town may require.

# Exhibit "B": Conflict of Interest Statement and Litigation Statement RFP No. 2021-002 — Grant Development and Consulting Services

| CHEC      | <u>K ONE</u>  |  |  |  |
|-----------|---|--|--|--|
| []        | To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for these services.  |  |  |  |
| <u>OR</u> |   |  |  |  |
| []        | The undersigned firm, by attachment to this form, submits information which may be potential conflict of interest due to other clients, contracts, or property interest for thes services.  |  |  |  |
|           | Litigation Si   | tatement   |  |  |
| CHEC      | K ONE   |  |  |  |
| []        | The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.                                   |  |  |  |
| []        | The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years. |  |  |  |
| Likew     | re to check the appropriate boxes above may<br>rise, failure to provide documentation of a po<br>tion and/or judgments, may result in disquali  | ossible conflict of interest, or a summary of past |  |  |
| Signe     | d, as to both statements:   |  |  |  |
|           |   |  |  |  |
| Comp      | pany Name   | Authorized Signature                               |  |  |
| Name      | e (Print or Type)   | Title  |  |  |

# Exhibit "C": Drug-Free Workplace Form RFP No. <u>2021-002</u>— Grant Development and Consulting Services

| The u that _ | ndersigned Consultant, in accordance with Section 287.087, Florida Statutes, hereby certifies<br>(Name of Business) does:   |
|--------------|---|
| 1.           | Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.  |
| 2.           | Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.  |
| 3.           | Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.  |
| 4.           | In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. |
| 5.           | Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.   |
| 6.           | Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.   |
|              | e person authorized to sign this statement, I certify that this firm complies fully with above rements.   |
| Propo        | oser's Signature  |
| Date         |   |

## Exhibit "D": Proposal Submittal Form and Acknowledgment RFP No. 2021-002— Grant Development and Consulting Services

#### PROPOSAL SUBMITTAL FORM AND ACKNOWLEDGMENT

1. SUBMITTING CONSULTANT/INDIVIDUAL NAME:

| 2. | PRIN | MARY OFFICE ADDRESS:   |
|----|------|--|
| 3. | TE   | LEPHONE NUMBER:  |
| 4. | EM   | AIL:   |
| 5. | CC   | NTACT PERSON:  |
| 6. | FE   | DERAL ID# OR SSN:  |
| 7. | TYF  | PE OF ORGANIZATION   |
|    |      | Sole Proprietorship Partnership  |
|    |      | Joint Venture Corporation  |
| 8. | STA  | TE OF INCORPORATION:; YEAR OF INCORPORATION:   |
| Ву | sub  | mitting a proposal, the consultant warrants, represents, certifies, and declares that:   |
|    | A.   | The consultant acknowledges receipt and review of Addenda Nos.:  |
|    | В.   | The information contained in the proposal is true and the proposal is made in good faith without collusion or fraud and is fair and competitive in all respects.   |
|    | C.   | The consultant understands and agrees to all elements, terms, conditions and certifications of the RFP, unless otherwise agreed to by the Town, and that the RFP shall become part of any contract entered into between the Town and the consultant. |
|    | D.   | By signing hereunder and submitting a proposal, consultant certifies that it and any paren corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors  |

or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

- E. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit bids to the Town for 36 months following the date of being placed on the convicted vendor list. The consultant certifies that submittal of its proposal does not violate this statute.
- F. The consultant recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the consultant may suffer from the disclosure or submittal of its proposal to third parties.
- G. The consultant has carefully and to its full satisfaction examined the RFP and all addenda, if any.
- H. Upon notice of an intent to award the contract, the consultant will provide all documents required to commence services under the RFP and contract, including but not limited to, certificates of insurance.
- I. The consultant agrees that in case of its failure to execute a contract and provide all required documents within ten (10) days of receipt of the contract for execution (or other timeframe agreed to by the Town), the offer to contract may be withdrawn.
- J. The individual signing on behalf of the consultant certifies that he or she is authorized to sign for the consultant.

| AUTHORIZED SIGNATURE |  |
|----------------------|--|
|                      |  |
| TITLE                |  |
|                      |  |
| PRINT NAME           |  |
|                      |  |
| DATE                 |  |

### Exhibit "E": Hourly Rate Schedule RFP No. 2021-002— Grant Development and Consulting Services

Unless otherwise indicated in this Scope of Services, all services performed under this contract shall be paid in accordance with this Hourly Rate Schedule. The rates in the following pages of this cost proposal are for future use, if necessary, by the Town.

An authorized representative of the firm offering this proposal must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by proposer. The Town reserves the right to hold proposals for a period not to exceed 90 days after the deadline for submission stated in this RFP before awarding the contract.

Any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the Price Proposal Form (or elsewhere) is approximate only and not guaranteed by the Town. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the proposer plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

| Proposer: _ |  |  |  |
|-------------|--|--|--|
| Ву:         |  |  |  |
| Date:       |  |  |  |

#### **PROPOSED FEES**

| Position Title                      | Estimated Annual<br>Hours | Unit Price<br>Per Hour | Extension |
|-------------------------------------|---------------------------|------------------------|-----------|
| 1.                                  |                           | \$                     | \$        |
| 2.                                  |                           | \$                     | \$        |
| 3.                                  |                           | \$                     | \$        |
| 4.                                  |                           | \$                     | \$        |
| 5.                                  |                           | \$                     | \$        |
| 6.                                  |                           | \$                     | \$        |
| TOTAL PROPOSAL PRICE (Items 1 - 6): |                           |                        | \$        |

Proposed fees shall be fully loaded and include all expenses and equipment, facilities, etc. necessary to carry out the task.

## Exhibit "F": References RFP No. 2021-002 – Grant Development and Consulting Services

Below, or on an attached sheet, list references per RFP requirements for providing Grant Management and other grant related services. Provide the name, addresses, and telephone numbers of organizations, governmental or private, for whom you now are, or have within the past five (5) years provided services. This form may be copied.

#### REFERENCE #1

| Name of Client:          |              |      |
|--------------------------|--------------|------|
| Address:                 |              |      |
| Phone: ()                |              |      |
| Email Address:           |              |      |
| Contact Person:          |              |      |
| Description of services: |              |      |
|                          | REFERENCE #2 |      |
| Name of Client:          |              |      |
| Address:                 |              |      |
| Phone: ()                |              |      |
| Email Address:           |              | <br> |
| Contact Person:          |              |      |
| Description of services: |              |      |
|                          | REFERENCE #3 |      |
| Name of Client:          |              |      |
| Address:                 |              |      |
| Phone: ()                |              |      |
| Email Address:           |              |      |
| Contact Person:          |              |      |
| Description of services: |              |      |