

INTER-OFFICE MEMORANDUM
COUNTY ATTORNEY'S OFFICE
ST. LUCIE COUNTY, FLORIDA

AUG 28 PM 3:47

TO: ✓ Melissa Simberlund, Contracts Coordinator

FROM: Carol Bishop, Legal Assistant *CB*

CA NO.: 17-1187

DATE: August 28, 2017

SUBJECT: eCivis, Inc. - C17-08-541

COPY

I am attaching three (3) originals of the above referenced agreement for further processing to Finance and OMB/Purchasing.

Thank you.

/cb
Enc.

ENTERED
AUG 31 2017
BY: _____

RECEIVED
AUG 29 2017
Grants & Contracts

no

CONTRACT FOR GRANT WRITING SERVICES

This Contract is made as of the 15 day of August, 2017 by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **ECIVIS, INC.**, hereinafter referred to as "Consultant".

WHEREAS, the County solicited proposals for non-exclusive Contracts to perform professional Grant Writing Services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on August 15, 2017, The Board of County Commissioners approved the short list of firms, permission to negotiation a continuing contract, and authorized the execution of an agreement for Continuing professional services between County and Consultant hereinafter referred to as "Contract"; and,

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth; and,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. **RECITALS**

The Recitals set forth above are fully incorporated into the Contract by reference.

2. **TERM**

The term of the Contract shall be for a period of one (1) year beginning on the date first written above. Upon mutual written consent, this Contract may be extended for two (2) additional one-year renewal periods pursuant to the same terms and conditions.

3. **TECHNICAL AND PROFESSIONAL SERVICES**

It shall be the responsibility of the Consultant to work with the County to provide professional grant writing services as defined in RFP No. 17-024, attached hereto and made a part hereof, related to project areas for St. Lucie County, including, but not limited to the following:

- Road Improvements
- Water Quality and other environmental initiatives

- Community/Economic development
- Airport/Port
- Transit services
- Housing programs
- Infrastructure (i.e. storm, potable water, sanitary sewer, streets, sidewalks) development and maintenance
- Information Technology
- Parks & Recreation
- Trails
- Public Safety

Each project grant assignment will require a separate work authorization using a form issued by St. Lucie County and executed by all parties. The work authorization shall set out the scope of work, time of performance and compensation schedule for each project grant assignment.

4. **PERIOD OF SERVICE; WORK AUTHORIZATIONS**

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment by assignment basis. The County reserves the right to select the respective Consultant who the County believes is in its best interest to perform the specified work.

B. If the Consultant's services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately.

C. Specific work assignments shall be set forth in individual Work Authorizations which will be issued to the Consultant. All Work Authorizations shall be executed on behalf of the County in accordance with the St. Lucie County Purchasing Policy. The Work Authorizations shall describe the scope of the work to be performed and shall set forth the schedule for completion of the work.

The County shall provide all criteria and full information as to County's requirements for the assignment and designate in writing a person with authority to act on County's behalf on all matters concerning this assignment.

5. **TIME OF PERFORMANCE**

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the work authorization. If the work is not fully completed according to the terms of the Contract and within the time limits stipulated in the individual work authorization, it is hereby acknowledged that the County will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the County liquidated damages, a sum of which will be outlined in each individual work authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. **COMPENSATION**

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and outlined in each work authorization, pursuant to the approved hourly rates listed on the Price Proposal. All invoices presented to the County for payment shall be on a Request for Payment form approved by the County.

7. **GENERAL CONDITIONS**

- A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the County and the Consultant describing the services desired and providing a basis for compensation to the Consultant.
- B. Upon the Consultant's written request, the County will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and County mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. **TRUTH-IN-NEGOTIATION CERTIFICATE**

Execution of this Agreement by Consultant shall act as the execution of as 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 execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which County determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. **DEFAULT/TERMINATION**

A. **FOR CAUSE**

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

- (1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

(2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

(3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of the Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the County shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUB-CONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any sub-consultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of County Project Manager before engaging such sub-consultant, subcontractor or professional associate.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new sub-consultant by the County. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

The Consultant, its sub-consultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the sub-consultant for work to be performed for the County the Consultant must incorporate the terms of this contract.

11. FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes.

The County will sign an exemption certificate if submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

12. INSURANCE

The Consultant shall procure and maintain during the life of this Agreement insurance of the types and subject to the limits set forth below. The Consultant shall also provide the County with evidence of this insurance in the form of Certificates of Insurance which shall be subject to the County's approval for

adequacy. The County shall be an Additional Insured on policies of Commercial General Liability, and Commercial Auto Liability with respect to all claims arising out of the work performed under this Agreement. The County shall be given thirty (30) days prior written notice of any material changes or cancellations of the policies. If sub-contractors are used by the Consultant, it shall be the responsibility of the Consultant to ensure that all its sub-contractors comply with all the insurance requirements contained herein relating to such sub-contractors.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

A. **COMMERCIAL GENERAL LIABILITY**

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Commercial General Liability insurance on an occurrence basis for a minimum combined single limit of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate for claims of bodily injury including death, property damage and personal injury. Contractual Liability coverage shall be included.

B. **WORKERS' COMPENSATION**

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Workers' Compensation insurance coverage to apply for all employees for Florida statutory limits. Coverage B, Employers Liability, shall be written for a minimum liability at \$500,000.00 per occurrence.

C. **OTHER INSURANCE PROVISIONS**

The General Liability policy shall contain or be endorsed to contain, the following provisions:

1. The County, its Officers, Officials, Employees, Agents, and Volunteers are to be covered as additional insureds for any and all liability arising out of the Consultant's performance of this Agreement. The coverage shall contain no special limitations on scope of protection offered to the County, its Officers, Officials, Employee, Agents and Volunteers.

13. **INDEMNIFICATION**

The Consultant covenants and agrees at all times to 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 Agreement. The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.08 (Chapter 725).

14. **ASSIGNMENT**

The County and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted

assigns of such other party, in respect to all covenants of this Agreement; and, neither the County nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the County in writing and the County may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The County may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. **PUBLIC RECORDS**

The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement. Specifically, the Consultant shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

16. **CONFLICT OF INTEREST**

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required

hereunder, as provided for in Section 112.311, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Consultant. The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement

17. **EXCUSABLE DELAYS (FORCE MAJEURE)**

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control), all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and County shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period. If any period of force majeure continues for thirty (30) days or more, either party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

18. **PLEDGE OF CREDIT, ARREARS**

The Consultant shall not pledge the County's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

19. **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

All original applications, sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the County as instruments of service. The Consultant shall furnish copies to the County upon completion of such documents.

The County shall, at no additional expense, be furnished one (1) complete set of application documents prepared for it by the Consultant. Consultant shall likewise submit copies of all notes or other documents used for the completion of the grant application to the County upon request.

20. **INDEPENDENT CONSULTANT RELATIONSHIP**

The relationship of the Consultant to the County will be solely that of a consultant. The Consultant is an independent contractor and is not an employee or agent of the County. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the County and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. **VERIFICATION OF EMPLOYMENT STATUS**

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

22. **PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making this Agreement.

23. **AUDIT**

The Consultant agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

24. **NON DISCRIMINATION**

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

25. **ENFORCEMENT COSTS**

It is understood and agreed that the Consultant's services under this Agreement do not include any participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the County and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

26. **AUTHORITY TO PRACTICE**

The County represents that it is a political subdivision of the State of Florida with the authority to engage the professional service described in Attachment "A" and to accept the obligation for payment for the services.

The County and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the County nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the party of any officer or agent of any public body which may be a party hereto.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative on an annual basis.

27. **SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

28. **COMPLETE AGREEMENT**

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the County staff do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized County representative. This Agreement shall bind the parties, their assigns, and successors in interest.

29. **AMENDMENT**

This Agreement may be amended only with the written approval and agreement of the parties.

30. **MODIFICATIONS OF WORK**

The County reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, **in writing**:

1. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
2. Notify the County of any estimated change in the completion date, and
3. Advise the County if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written Amendment is signed by the authorized representative for the County.

31. **NOTICE**

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As To County:

St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Fort Pierce, Pierce, FL 34982

With a Copy To:

St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Fort Pierce, Pierce, FL 34982

As To the Consultant:

eCivis, Inc.
418 N. Fair Oaks Avenue
Suite 301
Pasadena, California 91103
Phone: (626) 204-5363
Facsimile: (626) 628-3232

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

32. **CAPTIONS AND PARAGRAPH HEADINGS**

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

33. **WAIVER**

No waiver by the County of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. County's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of County's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

34. **COMPLIANCE WITH LAWS**

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The County undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

35. **INTERPRETATION; VENUE**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

36. **DISPUTE RESOLUTION**

Any disputes relating to interpretation of the terms of this Contract or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Consultant and the County or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the County Administrator who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

37. **MEDIATION**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue. In the event that mediation is unsuccessful, either party may bring an action to enforce its rights in a Florida court of appropriate venue and jurisdiction.

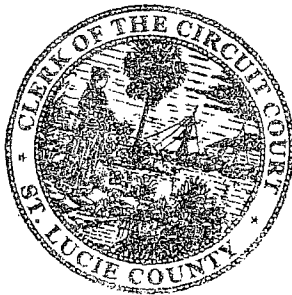
38. **ANTITRUST ASSIGNMENT**

The Consultant and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____

CHAIRMAN

APPROVED AS TO FORM AND CORRECTNESS:

COUNTY ATTORNEY

WITNESSES:

(1) _____

(2) _____

ECIVIS, INC.

BY: _____

PRINT NAME: _____

Part V – Forms
Price Response Sheet
RFP No. 17-024
Grant Writing Services

Proposers shall submit cost or pricing on this form. Price, as used in this RFP, shall mean cost plus any fee or profit applicable. Any additional pricing submitted by the Proposer other than what is listed below can be listed on a separate sheet of paper and attached to this form.

Grant Type	Average # of Hours to Write Grant	Hourly Rate	Total (hours x rate)
Federal Grant	PLEASE SEE	ATTACHED	PRICING FORM
State Grant			
Local Grant			
Other			

Proposer: eCivis, Inc

Signature: Kathleen Holmberg

Printed Name & Title: Kate Holmberg, Vp of Finance

Price Proposal

Since grant programs at the Federal, State and Local level vary in complexity and requirements, our grant team typically recommends pricing on a per-project rate instead of an hourly rate. The more complex a project and grant, the more hours a grant writing team will need to spend developing and writing a grant application. This can result in cost-overruns for the client if the hourly rate approach is used. Approaching grant writing on a per-project rate often results in cost-savings for the client and allows our grant writing team to most effectively utilize time. Below is an approximate breakdown of the typical fees for grant writing services:

Workload (low to high)	Type of Grant	Narrative Page Length	Non-Narrative (all forms, budgets, attachments) Page Length	Total Page Length	Approximate Average Cost
Grant Review/Edit	-	-	-	-	\$125/hr.
Grant Research Services	-	-	-	-	\$6,000
Level 1	Letter of intent, Letter of inquiry	3-5	5	Up to 10	\$2,600
Level 2	Small, well defined request	6-10	15	Up to 25	\$6,500
Level 3	Small, full grant application	11-15	20	Up to 35	\$9,750
Level 4	Medium, full grant application	16-20	35	Up to 55	\$13,650
Level 5	Large state or national foundation or medium federal grant	21-25	40	Up to 65	\$19,500
Level 6	Large federal grant application	26-45	50	Up to 95	\$27,300
Level 7	Large federal or state application with multiple partners	46+	100+	150+ pages	\$39,000
A flat fee will be negotiated based on grant type.					

St. Lucie County provided a cost or pricing form as part of the RFP. Our grants team has completed the required matrix as requested. All costs included in the matrix are estimates and subject to change based on the County's project readiness and grant being pursued.

Service	Average # Hours	Hourly Rate	Total Estimate (hours X rate)
Grant Review/Edit	Up to 10 hours	\$125	\$125/hr.
Grant Research Services	48 hours	\$125	\$6,000
Federal Grant Writing	52 hours - 312 hours	\$125	\$6,500 - \$39,000
State Grant Writing	52 hours - 156 hours	\$125	\$6,500 - \$19,500
Local Grant Writing	21 hours - 52 hours	\$125	\$2,600 - \$9,750

Failure to complete and sign this form shall deem your response non-responsive

Part V – Forms

Qualifications Statement

RFP No. 17-024

Grant Writing Services

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render the proposal non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

eCivis Inc. 418 N. Fair Oaks Ave Suite 301 Pasadena, CA 91103

Contact Person's Name and Title: Ryan Baird

PROPOSER'S Telephone and Fax Number: Phone: 626-204-5363 FAX: 626-628-3232

PROPOSER'S License Number: F09000000542

(Please attach certificate of status, and/or state registration.)

PROPOSER'S Federal Identification Number: 87-0732535

Number of years your organization has been in business 17

State the number of years your firm has been in business under your present business name 17

State the number of years your firm has been in business in the work specific to this RFP: 5

Names and titles of all officers, partners or individuals doing business under trade name:

Kate Holmberg, Ryan Baird, Bill Ferguson

The business is a: Sole Proprietorship ☐
Corporation ☒

Partnership ☐

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the County and shall render the Proposer RFP submittals non-responsive.

eCivis.com LLC

At what address was that business located?

418 N. Fair Oaks Ave Suite 301 Pasadena, CA 91103

Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration:

F09000000542

Have you ever failed to complete work awarded to you. If so, when, where and why?

No

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

Not Applicable

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

None

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

None

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Not Applicable

State the names, telephone numbers and last known addresses of three business with the most knowledge of work you have performed, and to which you refer. (Governmental entities are preferred as references)

Company Name	Contact	Address	Email
Broward County Sheriff's Dep.	Rafael Copa	2601 W Broward Blvd. Fort Lauderdale FL 33312	rafael_copa@sheriff.org
			Telephone 954-321-4593
City of Miami	Lillian Blondet	444 SW 2nd Avenue Miami, FL 33130	lblondet@miamigov.com
			Telephone 305-416-1536
Palm Beach County	Rebecca Delarosa	50 South Military Trail Ste. 110 West Palm Beach FL 33415	rdelarosa@pbcgov.org
			Telephone (561) 355-3451

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by COUNTY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement

that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the COUNTY to reject the Proposal, and if after the award, to cancel and terminate the award and/or contract.

Kathleen Holmberg
(Signature)

Part V – Forms
Hold Harmless
RFP No. 17-024
Grant Writing Services

Consultants shall indemnify and hold harmless the County, and the County's officers and employees from and against any and all liability, costs, losses and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant and other persons employed by or utilized by Consultant in their performance under this agreement.

Name of Proposing Firm:

eCivis Inc.

Mailing Address:

418 N. Fair Oaks Ave Suite 301 Pasadena, CA 91103

Location Address:

418 N. Fair Oaks Ave Suite 301 Pasadena, CA 91103

City & State: Pasadena Zip Code: 91103

Telephone: 626-204-5363 Fax Number: 626-628-3232

Name/Title of person authorized to bind the Company: Kate Holmberg

Signature of person authorized to bind the Company:

Kathleen Holmberg

E-mail address of person authorized to bind the Company: kholmberg@ecivis.com

3/23/2017

Date

Part V – Forms

Drug-Free Workplace Certification

RFP No. 17-024

Grant Writing Services

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). In order to have a drug-free workplace program, a business shall:

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 prohibitions.
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, and 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 subsection (1).
4. In the statement specified in subsection (1), notify the employee 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 Chapter 893 Florida Statutes 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 the 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 this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Kathrin Hoffmeyer
Proposers Signature

Proposers Signature _____

Part V – Forms
Debarment Certification
RFP No. 17-024
Grant Writing Services

Certification Regarding Debarment, Suspension,
and Other Responsibility Matters
Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature: Katherine A. Holmberg

Title: Kate Holmberg

Firm: eCivis Inc.

Address: 418 N. Fair Oaks Ave Suite 301 Pasadena, CA 91103

Part V – Forms
Public Entity Crime Affidavit
RFP No. 17-024
Grant Writing Services

Any person submitting a quote, bid or proposal in response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy (s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently \$10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

The inclusion of the sworn statement or affidavit shall be submitted concurrently with your bid documents. Non-inclusion of this document may necessitate rejection of your bid.

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

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

1. This sworn statement is submitted to St. Lucie County, Florida.
2. This sworn statement is submitted by eCivis Inc.
(name of entity submitting sworn statement)
whose business address is 418 N. Fair Oaks Ave Suite 301 Pasadena, CA 91103
and (if applicable) its Federal Employer Identification Number (FEIN) is
87-0732535.
3. My name is Kate Holmberg and my relationship to the entity
named above is VP of Finance.
4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public 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.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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.
6. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133 (1)(e), FLORIDA STATUTES, means any

natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

KA Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

KA The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND, (Please indicate which additional statement applies.)

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

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

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

Karlun H. H. H.
Signature

3-24-17
Date

STATE OF _____ COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on

the _____ day of _____ 20____.

NOTARY PUBLIC

My

Commission

expires:

see attached
CA Acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

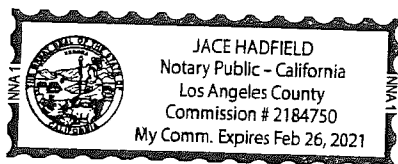
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On MARCH 24, 2017 before me, Jace Hadfield, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Katherine Holmberg
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Part V – Forms
Non-Collusion Affidavit
RFP No. 17-024
Grant Writing Services

STATE OF FLORIDA

COUNTY OF St. Lucie

Kate Holmberg being first duly sworn, deposes and says that:

1. PROPOSER is the VP of Finance
(Owner, Partner, Officer, Representative or Agent)
2. PROPOSER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the Pricing or the Pricing of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;
5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By Kathleen A. Holmberg

Sworn to and subscribed before me on this _____ day of _____, 20____
by _____ who ☐ is personally known to me or who ☐ has presented the following type of
identification: _____

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number

*See attached
CA Acknowledgment*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

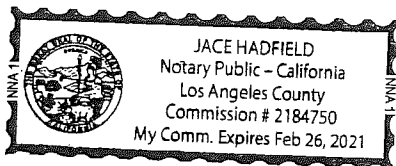
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On March 24, 2017 before me, Jace Hadfield, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Katherine Holmberg
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Part V – Forms
RFP No. 17-024
Grant Writing Services

I have carefully examined the Request for Proposal.

I hereby propose to furnish the services specified in the Request for Proposal. I agree that my Proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the Proposals and determine a ranking of the most qualified firms.

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

I further certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of St. Lucie County Government or of any other Proposer interested in said Proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business eCivis Inc.

By: Kate Holmberg
Signature

Kate Holmberg VP of Finance
Name & Title, Typed or Printed

418 N. fair Oaks Ave. Suite 301
Mailing Address
Pasadena, CA 91103
City, State, Zip Code

(626) 204-5363
Telephone Number

Sworn to and subscribed before me

This _____ day of _____, 20__

Signature of Notary

Notary Public, State of _____
Personally known

-OR-

Produced Identification _____

*See attached
CA Acknowledgment*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

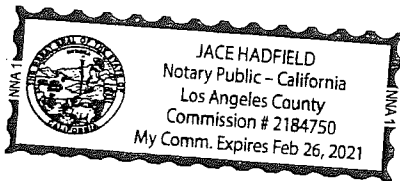
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On March 24, 2017 before me, Jace Hadfield, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Katherine Holmberg
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

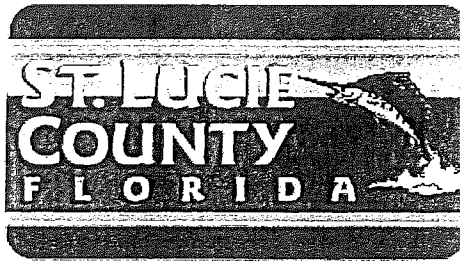
Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

**BOARD OF COUNTY
COMMISSIONERS**



**PURCHASING
DEPARTMENT**

ADDENDUM No. 1

**RFP No. 17-024
Granting Writing Services**

March 27, 2017

To: All Prospective Bidders:

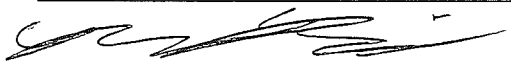
The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Questions/Answers

Please sign and return by mail or fax to (772) 462-1704.

Name of Firm: eCivis, Inc

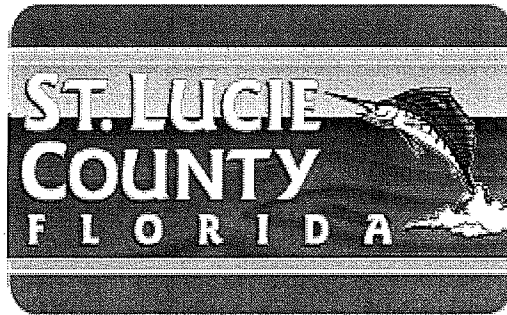
Signature: 

Date: 4/5/2017

RFP No. 17-024

Grant Writing Services

Due Date: Wednesday, April 12, 2017
Due Time: 3:00 P.M.



St. Lucie County
Purchasing Division
2300 Virginia Avenue, Room 228
Ft. Pierce, FL 34982-5652
(772) 462-1700

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

REQUEST FOR PROPOSALS

Sealed Proposals will be received at the Purchasing Division, 2300 Virginia Avenue, Fort Pierce, FL 34982, until **3:00PM** local time on **Wednesday, April 12, 2017**, for the following:

RFP No. 17-024

**Grant Writing Services
Office of Management & Budget**

RFP documents may be obtained via the internet by contacting **DemandStar.com** or by using the County's website at <http://www.stlucieco.gov>. If you do not have internet access, you may obtain the documents by calling **DemandStar.com** at 800-711-1712 and request document number 17-024 or contact the Office of the Purchasing Division at 2300 Virginia Avenue, Fort Pierce, Florida, 34982, (772) 462-1700.

RFP's may be either mailed or hand delivered to the Purchasing Division, 2300 Virginia Avenue, Fort Pierce, FL 34982. Any RFP'S received after the above stated time will be returned to the bidder unopened.

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities; reject any and all bids/proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any proposal in whole or in part with or without cause; and accept the proposal which best serves the County.

For Bids, RFP's, Bid Results and other information visit the St. Lucie County Purchasing Web Site at <http://www.stlucieco.gov>

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

Board of County Commissioners
St. Lucie County, Florida
By: Desiree Cimino, Purchasing Manager

PUBLISH: **Sunday, March 12, 2017**

Table of Contents

Part I	General Information
1-1	Definitions
1-2	Invitation to Propose; Purpose
1-3	Issuing Office
1-4	Awards
1-5	Development Costs
1-6	Inquiries
1-7	Timetables
1-8	Delays
1-9	Proposal Submission and Withdrawal
1-10	Rejection of Irregular Proposals
1-11	Addenda
1-12	Equal Opportunity
1-13	Oral Presentation
1-14	Insurance
1-15	Lobbyist Disclosure
1-16	Feasibility Studies
Part II	Statement of Work
2-1	Scope of Work
Part III	Instructions for Preparing Proposals
3-1	Rules for Proposals
3-2	Proposal Format
Part IV	Evaluation of Proposals
4-1	Evaluation Method and Criteria
Part V	Forms

GENERAL INFORMATION

PART I

1-1 DEFINITIONS

For the purposes of this Request for Proposals ("RFP"), Proposer shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

1-2 INVITATION TO PROPOSE; PURPOSE

The Board of County Commissioners, St. Lucie County, Florida (the "Board") solicits proposals from experienced and qualified firm(s) to provide grant writing services as described herein.

1-3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

St. Lucie County Purchasing Division
Administration Annex
2300 Virginia Avenue, Room 228
Fort Pierce, Florida 34982

1-4 CONTRACT AWARDS

The Board anticipates entering into multiple contracts, with the Proposers who submit the proposals judged by the Board to be most advantageous. Contracts will be for one year with two one-year renewal options. The Board anticipates awarding multiple contracts, but reserves the right to award one primary contract if in its best interest.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the Board and a written agreement or contract is approved by both the Board and the successful Proposer.

The Board reserves the right to reject all proposals, to waive any informality, and to solicit and re-advertise for other proposals.

1-5 DEVELOPMENT COSTS

Neither the Board nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-6 INQUIRIES

The County will not respond to oral inquiries. Proposers may mail or fax written inquiries for interpretation of this RFP to:

Desiree Cimino, Purchasing Manager
St. Lucie County Purchasing Division
Administration Annex
2300 Virginia Avenue, Room 228
Fort Pierce, Florida, 34982.
(772) 462-1704 (fax)
ciminod@stlucieco.org

The County will respond to written inquiries if received at least 7 working days prior to the date scheduled for receiving the proposals.

The County will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the County will mail or fax written addenda at least 5 working days before the date fixed for receiving the proposals. This will be adhered to even if the opening date must be postponed in order to observe the time requirements. The County will send written addenda to all Proposers who receive the RFP.

1-7 TIMETABLES

The Board and the Proposers shall adhere to the following schedule in all actions concerning this RFP.

- A. On March 12, 2017, the Board issues the RFP.
- B. From March 12, 2017 to April 3, 2017, the County will receive and answer inquiries received by mail/fax or e-mail.
- C. The County must receive the proposals by 3:00 PM on April 12, 2017.
- D. From opening time, the Board and County staff will review and evaluate the proposals on a timely basis.

1-8 DELAYS

The County may delay scheduled due dates if it is to the advantage of the County. The County will notify Proposers of all changes in scheduled due dates by written addenda.

1-9 PROPOSAL SUBMISSION AND WITHDRAWAL

The County will receive proposals at the following address:

St. Lucie County Purchasing Division
Administration Annex
2300 Virginia Avenue, Room 228
Fort Pierce, Florida 34982

To facilitate processing, please mark the outside of the envelope as follows: "RFP No. 17-

024 Grant Writing Services". The envelope shall also include the Proposer's return address.

Proposals shall be submitted in a sealed envelope [labeled with the Proposer's name, contact information, and the Request for Proposal (RFP) Number]. The original and each copy shall be identified as follows: RFP Number, RFP Name, Due Date/Time.

All proposals, must be submitted on 8½" by 11" paper, neatly typed, with normal margins and spacing. One (1) unbound original, one (1) electronic copy on CD or flash drive and six (6) bound copies **(a total of eight (8) sets)** of the complete submittal must be received by the closing date and time. The original and all copies must be submitted in a sealed envelope.

Responses to the RFP must be signed in ink by an authorized officer of the proposing firm, who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by the Proposer will be considered by the County as constituting an Offer by the Proposer to perform the required services.

Neither the County nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the RFP requirements.

Due to the irregularity of mail service, the County cautions Proposers to assure actual delivery of proposals to the County prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 462-1700 before proposal opening time. Proposals received after the established deadline will be returned unopened to the Proposer.

Proposers may withdraw their proposals by notifying the County in writing at any time prior to the opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the County and will not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1-10 IRREGULARITIES; REJECTION OF PROPOSALS

Proposals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive or irregular. However, the County reserves the right to waive any irregularities, technicalities or informalities in any proposal. The County reserves the right to reject the Proposal of any Proposer in arrears or in default upon any debt or contract to the Board of County Commissioners of St. Lucie County or who have failed to perform faithfully any previous contract with the County or with other governmental jurisdictions. The County reserves the right to reject any or all proposals without cause.

1-11 ADDENDA

If revisions become necessary, the County will provide written addenda at least five working days prior to the opening date to all Proposers who receive the RFP. This will be adhered to even if the opening date must be postponed in order to observe the time requirements. Any changes to the RFP will be made available for all prospective proposers to receive. Although we will make an attempt to notify you of the addendum, it is the sole responsibility of the proposer to ensure it is

received.

1-12 EQUAL OPPORTUNITY

The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises. The County requests minority and women business enterprises to submit evidence of such classification with their proposals.

1-13 ORAL PRESENTATION

At their discretion, the County may require any Proposer to make an oral presentation of the proposal. These presentations provide an opportunity for the Proposer to clarify the proposal for the County. The County will schedule any such presentations.

1-14 INSURANCE

The Proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions required by the County.

1-15 LOBBYIST DISCLOSURE REQUIREMENT

Pursuant to Article IV of Chapter 1-2 of the Code of Ordinances of St. Lucie County, Florida, any professional consultant who utilizes the services of a lobbyist as defined in Section 1-2-62 is required to make full disclosure with the Clerk of the Board prior or concurrently with the submission of a proposal to the Board for the performance of any services for the Board. Such disclosure shall include the following:

A. The name of any lobbyist employed directly or indirectly by the consultant for the purpose of influencing or attempting to influence the selection of the professional consultant by the Board.

B. The name and address of the lobbyist.

C. The length of such agreement, contract or understanding and the amount of any fee, gratuity, compensation or consideration paid or promised to be paid to the lobbyist either before or after hiring whether or not same is set out as compensation for the lobbying or is for other services.

The disclosure shall be filed with the Clerk on forms provided by the Board and such records shall be open to the public.

1-16 FEASIBILITY STUDIES

The County has established a policy that any professional consultant that contracts with the County as an advisor as to the feasibility of any County capital project, shall not be eligible to participate in any future design work on that project that might become necessary as a result of the consultant's advice. The Board of County Commissioners (the "Board") may determine to waive this policy by majority vote if the Board determines that there is a compelling reason to waive the policy.

STATEMENT OF WORK PART II

2-1 SCOPE OF WORK

St. Lucie County (SLC) recognizes that obtaining grant funding is a critical and important function to enable the County to leverage local public funds to help the County find and apply for funding for a variety of uses, including community planning, technical assistance, research, and capital infrastructure projects. The County is seeking a Consultant to assist the County in researching and identifying potential grant opportunities and to provide strategic grant writing and administration services associated with the completion and submission of grant funded projects. SLC seeks to develop a pool of grant writers to provide grant writing and proposal/application support services. SLC invites grant writers with substantive experience writing, submitting and securing grants for county government.

Specifically, the following services are intended not to be all inclusive but rather a representation of the breadth and depth of experience and skill of the individual/firm St. Lucie County is seeking:

- 1) Conduct research to actively assist in identifying grant resources including, but not limited to federal, state, foundation, agencies and organizations that support the County's funding needs
- 2) Edit for completion any grant application and proposal pursued by Client.
- 3) Review, study, and become informed of Client project organization, mission, & goals. Acquire and maintain sound knowledge and understanding of the organization, and use that knowledge and understanding to better comprehend all projects and programs for which grants will be sought and to recommend the seeking of grants. Locating grant opportunities that Client is eligible to apply.
- 4) Develop and write proposal draft(s) for review and/or revisions for Client. Compile, write, and edit grant applications exhibiting strong expository writing skills and a high-level command of grammar and spelling.
- 5) Most projects will include writing and creating Project Descriptions, Organization Descriptions, Timeline, Budget, Measurement, Evaluation, etc., as required.
- 6) Federal, state, local, and private/corporate funders, using qualitative and quantitative research and LOGIC models as needed to strengthen each grant.
- 7) Research data and creating charts/graphs for grant funding proposals, as required.
- 8) Write final proposal and create packet for submission. A copy of each grant application package submitted for funding, in its entirety, is to be provided to the County.
- 9) Allow County Employee to Review a week prior to the grants due date
- 10) Arrange for appropriate submission to funder and keep in contact with grant-making organizations during their review of a submitted grant application in order to be able to supply additional supportive material, if required.

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

Some areas under consideration for grant applications include but are not limited to:

- Road Improvements
- Water Quality and other environmental initiatives
- Community/Economic development
- Airport/Port
- Transit services
- Housing programs
- Infrastructure (i.e. storm, potable water, sanitary sewer, streets, sidewalks) development and maintenance
- Information Technology
- Parks & Recreation
- Trails
- Public Safety

On a quarterly basis, provide the County with summaries of potential funding opportunities related to priority areas. 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. In addition, when requested, provide summaries of potential grants and financing resources including, but not limited to, name of agency, due dates for applications, eligibility, a brief program summary, and the level of funding available.

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

The County has the right to negotiate any fees associated with these contracts.

INSTRUCTIONS FOR PREPARING PROPOSALS

PART III

3-1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 PROPOSAL FORMAT

Proposers shall prepare their proposals using the following format:

Tab 1: Cover letter/statement of interest including the e-mail address of person to be notified of award, manually and duly signed by an authorized corporate officer, principal, or partner. Include physical address of primary proposer. (2 page limit)

Tab 2: Provide an outline of your experience with grant writing services, to include at a minimum the following. (10 page limit)

- Number of years the firm has been in business
- Qualification Statement (pages 15-17)
- Examples of grant writing efforts which have been conducted, including examples of successful (funded) proposals from the past two (2) years.
- Examples of successful proposals in the areas listed in the Scope of Services.
- A minimum of three (3) references from Cities, Counties or other municipalities/governmental entities for which you have provided grant writing services. Include the name of the organization, brief description of the project, name of contact person and telephone number.

Tab 3: Provide resumes of individuals who will be assigned to work with the County including their background, directly related experiences and past success (1 page per person)

Tab 4: Provide a detailed description of how your organization will perform the following grant writing services. (5 page limit)

- Funding needs analysis/strategic outreach
- Grant funding research
- Grant proposal development and review.

Tab 5: Required forms, proof of insurance and any other required forms or certifications

Tab 6: Price Proposal

EVALUATION OF PROPOSALS

Part IV

4-1 EVALUATION METHOD AND CRITERIA

A. General: The County shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The County reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The County's decisions will be final.

The County's evaluation criteria will include, but shall not be limited to, consideration of the following:

Evaluation Criteria	Points
Demonstrated knowledge of sources of grant funds available to similarly situated municipal government	15
Demonstrated proficiency in obtaining funds for similarly situated communities	15
Demonstrated capability of proposed project management team	15
Cost of Services	15
Demonstrated capability of proposed project management team	15
Firm years of experience writing and managing grants and/or loans for local governments in Florida	20
Number of local government reference letters provided (only one reference letter may be provided from each community. Reference letters must be dated 2012 or later)	20
Quality of local government reference letters provided	15
Completeness of Proposal	10

B. Selection: The County Administrator shall approve the Competitive Selection Committee (the "Committee").

The Committee will review all proposals received and establish a list in order of preference of no fewer than three Proposers deemed to be the most qualified to provide the service requested based on the criteria set forth above. The "short list" shall be submitted to the Board for approval based on the ranking by the Committee. The Committee may request oral presentation from the Proposers when establishing the priority list. If three or fewer proposals are received, all Proposers shall be included in the selection process as described below.

If the list of Proposers has been prepared by the Committee, the list shall be submitted to

the Board for approval. After award the requesting Department shall attempt to negotiate a contract with the most qualified Proposer at a compensation which is fair, competitive and reasonable. If the Department is unable to negotiate a satisfactory contract with the first Proposer, negotiations with that Proposer shall be terminated and the Department shall attempt to negotiate a contract with the next most qualified Proposer. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third most qualified. If the Department is not successful in negotiating a satisfactory contract with any of the selected Proposers, the Department shall select additional Proposers in order of their qualifications and continue negotiations until an agreement is reached or if no agreement can be reached the Board may reject all proposals and may re-advertise for new proposals.

All contracts negotiated by the Committee shall be subject to final approval by the Board unless such approval is waived by the Board.

Part V – Forms
Proposers Checklist
RFP No. 17-024
Grant Writing Services

Proposals will not be considered if the following documents and/or attachments are not completely filled out and submitted with proposal.

- _____ Completely executed proposal package (one unbound original, one CD or flash drive, six hard copies)
- _____ Price Response Sheet
- _____ Signed addendums (if applicable)
- _____ Qualifications Statement Forms
- _____ Hold Harmless Form
- _____ Drug Free Workplace Form
- _____ Certification Regarding Debarment
- _____ Public Entity Crimes Form
- _____ Non-Collusion Agreement
- _____ Respondent's Certification

Part V – Forms
Price Response Sheet
RFP No. 17-024
Grant Writing Services

Proposers shall submit cost or pricing on this form. Price, as used in this RFP, shall mean cost plus any fee or profit applicable. Any additional pricing submitted by the Proposer other than what is listed below can be listed on a separate sheet of paper and attached to this form.

Grant Type	Average # of Hours to Write Grant	Hourly Rate	Total (hours x rate)
Federal Grant			
State Grant			
Local Grant			
Other			

Proposer: _____

Signature: _____

Printed Name & Title: _____

Part V – Forms
Qualifications Statement
RFP No. 17-024
Grant Writing Services

PROPOSER shall furnish the following information. Failure to comply with this requirement will render the proposal non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S License Number: _____
(Please attach certificate of status, and/or state registration.)

State the number of years your firm has been in business under your present business name _____

State the number of years your firm has been in business in the work specific to this RFP:_____

The business is a: Sole Proprietorship ☐ Partnership ☐
Corporation ☐

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the County and shall render the Proposer RFP submittals non-responsive.

At what address was that business located?

Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration:

Have you ever failed to complete work awarded to you. If so, when, where and why?

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

State the names, telephone numbers and last known addresses of three business with the most knowledge of work you have performed, and to which you refer. (Governmental entities are preferred as references)

Company Name	Contact	Address	
			Email
			Telephone
			Email
			Telephone
			Email
			Telephone

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by COUNTY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement

that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the COUNTY to reject the Proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signature)

Part V – Forms
Hold Harmless
RFP No. 17-024
Grant Writing Services

Consultants shall indemnify and hold harmless the County, and the County's officers and employees from and against any and all liability, costs, losses and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant and other persons employed by or utilized by Consultant in their performance under this agreement.

Name of Proposing Firm:

Mailing Address:

Location Address:

City & State: _____ Zip Code: _____

Telephone: _____ Fax Number: _____

Name/Title of person authorized to bind the Company: _____

Signature of person authorized to bind the Company: _____

E-mail address of person authorized to bind the Company: _____

Date

Part V – Forms
Drug-Free Workplace Certification
RFP No. 17-024
Grant Writing Services

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs.

Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). In order to have a drug-free workplace program, a business shall:

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 prohibitions.
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, and 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 subsection (1).
4. In the statement specified in subsection (1), notify the employee 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 Chapter 893 Florida Statutes 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 the 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 this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposers Signature

Part V – Forms
Debarment Certification
RFP No. 17-024
Grant Writing Services

Certification Regarding Debarment, Suspension,
and Other Responsibility Matters
Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature: _____

Title: _____

Firm: _____

Address: _____

Part V – Forms
Public Entity Crime Affidavit
RFP No. 17-024
Grant Writing Services

Any person submitting a quote, bid or proposal in response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy (s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently \$10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

The inclusion of the sworn statement or affidavit shall be submitted concurrently with your bid documents. Non-inclusion of this document may necessitate rejection of your bid.

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

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

1. This sworn statement is submitted to St. Lucie County, Florida.
2. This sworn statement is submitted by _____
(name of entity submitting sworn statement)
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
3. My name is _____ and my relationship to the entity
named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public 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.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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.
6. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133 (1)(e), FLORIDA STATUTES, means any

natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND, (Please indicate which additional statement applies.)

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

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

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

Signature

Date

STATE OF _____, COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on

the _____ day of _____ 20_____.

NOTARY PUBLIC

My Commission

expires:

Part V – Forms
Non-Collusion Affidavit
RFP No. 17-024
Grant Writing Services

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

1. PROPOSER is the _____
(Owner, Partner, Officer, Representative or Agent)
2. PROPOSER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPSEER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the Pricing or the Pricing of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;
5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By _____

Sworn to and subscribed before me on this _____ day of _____, 20____

by _____ who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number

Part V – Forms
RFP No. 17-024
Grant Writing Services

I have carefully examined the Request for Proposal.

I hereby propose to furnish the services specified in the Request for Proposal. I agree that my Proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the Proposals and determine a ranking of the most qualified firms.

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

I further certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of St. Lucie County Government or of any other Proposer interested in said Proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business _____

Sworn to and subscribed before me

By: _____
Signature

This _____ day of _____, 20__

Name & Title, Typed or Printed

Signature of Notary

Mailing Address

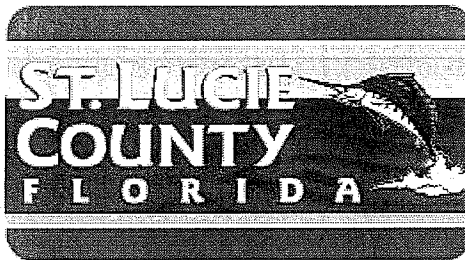
Notary Public, State of _____
Personally known

City, State, Zip Code

-OR-
Produced Identification _____

(_____) _____
Telephone Number

**BOARD OF COUNTY
COMMISSIONERS**



**PURCHASING
DEPARTMENT**

ADDENDUM No. 1

**RFP No. 17-024
Granting Writing Services**

March 27, 2017

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Questions/Answers

Please sign and return by mail or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

Questions received on RFP No. 17-024 Grant Writing Services

Q1: For the Tab 3 – Resumes portion of the RFP, were you looking for a resume in the format that someone would use for a job opening? With education, certifications, and other basic metrics? Or a brief and pertinent grant writing resume on the order of a paragraph or so?

A1: Brief and pertinent grant writing resume no more than one page per person.

Q2: Under Instruction For Preparing Proposals (Part III), under tab 2 of the proposal format section, it states: “Provide an outline of your experience with grant writing services, to include at a minimum the following:

- Number of years the firm has been in business
- Qualification statement (page 15-17)
- Examples of successful proposals in the areas listed in the Scope of Services.
- Minimum of 3 references...”

Does the Qualification Statement Form count towards the 10 page maximum or can we include it in Tab 5 Required Forms.

A2: This can be included in Tab 5 and will not be included in the page count.

Q3: Under the Evaluations of Proposal Section, one of the criteria states:

- Number of local government reference letters provided (only one reference letter may be provided from each community. Reference letters must be dated 2012 or later) 20 points
- Quality of local government reference letters provided – 15 points

When I reviewed the instructions for preparing proposals, there was no statement that we had to provide reference letters from local governments, but rather that we should provide contact information and a description of services. Can you please clarify if we are required to include reference letters from local governments as part of the application OR if we are only required to provide reference contacts with a description of services we provided them.

A3: Reference letters are required.

Q4: Page 10, Tab 2: In response to bullet three, would you like a list of grants written and awarded over the past two years?

A4: Yes but we would also like examples of grants that you have written that meets this criteria. A minimum of three examples.

Q5: Page 10, Tab 3: In response to bullet four, would you like excerpts from successful grants related to the scope of services?

A5: Yes but we would also like examples of grants that you have written that meets this criteria. A minimum of three examples.