
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: RFP-600547-08/TLR – Grant Consultant Services

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Tammy Roberts

EXT: 7115

MOTION/RECOMMENDATION:

Award RFP-600547-08/TLR – Grant Consultant Services to Langton Associates/In Rem Solutions, Jacksonville (estimated \$80,000 per year).

County-wide

Ray Hooper

BACKGROUND:

RFP-600547-08/TLR provides staff with expert guidance in specialized grant programs and to assist with writing grant proposals including the areas of expertise described herein. The specific services are:

- Identify and communicate grant funding opportunities
- Provide expert guidance regarding Local, State, and Federal grant programs
- Review grant proposals prepared by staff as needed
- Prepare and submit grant proposals as needed
- Attend any special County meetings necessary to benefit grant proposals
- Conduct presentations and/or provide assistance to the County in developing presentations and appearances before Local, State, and Federal agencies
- Advocate before all appropriate entities on behalf of the County.

This project was publicly advertised and the County received six (6) submittals in response to the solicitation.

The Review Committee, which consisted of Jennifer Bero, Grants Administrator; Joe Abel, Director, Leisure Services; Gary Johnson, Director, Public Works; Lisa Spriggs, Director, Fiscal Services; and Susan Vernon-Devlin, Director, Community Information, evaluated the responses. Consideration was given to experience/qualifications, approach to work and price proposals. The Review Committee recommends award of the project to Langton Associates/In Rem Solutions, Jacksonville. Authorization for performance of services by the consultant under this agreement shall be in the form of written Release Orders issued and executed by the County, not to exceed the annual amount budgeted. This agreement shall take effect on February 16, 2009, notwithstanding date of execution by the County to avoid a lapse in service and shall run for a period of three (3) years. At the sole option of the County, may be renewed for two (2) successive periods not to exceed one (1) year each. Supporting documents include the Tabulation Sheet, Consensus Report, and agreement as prepared by the County Attorney's Office.

STAFF RECOMMENDATION:

Staff recommends the Board award RFP-600547-08/TLR – Grant Consultant Services to Langton Associates/In Rem Solutions, Jacksonville (estimated \$80,000 per year).

ATTACHMENTS:

1. Evaluation Consensus
2. Tabulation
3. Evaluators Comments
4. Agreement

Additionally Reviewed By:

County Attorney Review (Ann Colby)

RFP-600547-08/TLR
Grant Consultant Services
CONSENSUS REPORT

| SUBMITTALS | Angie Brewer | Astro Tech | Bipro Inc. | Governance | Jordan & Assoc. | Langton Assoc. |
|----------------------------|--------------|------------|------------|------------|-----------------|----------------|
| EVALUATION CRITERIA | | | | | | |
| S. Vernon-Devlin | 3 | 5 | 6 | 4 | 2 | 1 |
| G. Johnson | 4 | 3 | 6 | 2 | 5 | 1 |
| J. Abel | 1 | 4 | 5 | 2 | 3 | 1 |
| J. Bero | 3 | 4 | 6 | 2 | 5 | 1 |
| L. Spriggs | 3 | 4 | 4 | 2 | 3 | 1 |
| Points | 14 | 20 | 27 | 12 | 18 | 6 |
| Rank | 3 | 5 | 6 | 2 | 4 | 1 |

The Evaluation Team Recommends award of this project to:

Langton Associates/In Rem Solutions

Evaluators

Evaluator #1 – Joe Abel

Evaluator #2 – Jennifer Bero

Evaluator #3 – Gary Johnson

Evaluator #4 – Lisa Spriggs

Evaluator #5 – Susan Vernon-Devlin

**B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET**

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFP NUMBER: **RFP-600547-08/TLR**

RFP TITLE: **Grant Consultant Services**

DUE DATE: **December 10, 2008 @ 2:00 P.M.**

PAGE: 1 of 1

| | | | |
|---|---|---|--|
| INFORMATION PROVIDED IN RESPONSE | Response 1 | Response 2 | Response 3 |
| | Angie Brewer & Associates 9104 58 th Dr. East Bradenton, FL 34202 Ph. 941-756-58000 Fx. 941-756-0804 Angie Brewer CEO/Chair/Owner | Astro Tech, Inc. 4700 Millenia Blvd., Ste. 175 Orlando, FL 32839 Ph. 407-538-5384 Fx. 407-851-8208 Harold Wilkinson, Pres. | Bipro Inc. 5420 White Heron Pl. Oviedo, FL 32765 Ph. 321-235-0984 Fx. 407-971-8519 R. K. Pandey, Pres. |
| | Response 4 | Response 5 | Response 6 |
| | Governance, Inc. 208 West Carolina St. Tallahassee, FL 32301 Ph. 888-578-6050 Fx. 850-222-1249 Paige Carter-Smith, COO | Jordan & Associates 580 Wells Rd. Ste. 2 Orange Park, FL 32073 Ph. 904-264-6203 Fx. 904-264-2190 Betty J. Jordan, Pres. | Langton Associates/In Rem Solutions 118 West Adams St., Ste .00 Jacksonville, FL 32202 Ph. 904-598-1369 Fx. 904-598-1837 Michael Langton, Pres. |

TABULATED BY AND POSTED ON: **T. Roberts, Sr. Procurement Analyst** **12/11/2008**

EVALUATION CRITERIA: **Experience/Qualifications
Approach to Work
Price Proposal**

EVALUATION COMMITTEE MEETING: **Tuesday, January 6, 2009 @ 3 PM, 1101 E. 1st St., Room 3223, Sanford Fl.**

RECOMMENDATION: **Langton Associates/In Rem Solutions** (Posted: 1/27/2009)
BCC Award Date: February 24, 2008

Evaluations

RFP-600547-08/TLR - Grant Consultant Services

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I have read and will comply with the above requirement:

:

Yes

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I state that I have considered my obligation to put the public interest above personal interest:

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment.

Highly Acceptable: (100-90 Points) Proposal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features benefit the County.

Acceptable: (89-80 Points)

Proposal meets the County requirements. Any weakness is minor.

Marginal: (79-70 Points)

Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.

Unacceptable: (69-0 Points)

Proposal does not comply substantially with the requirements.

Read and Agreed::

Yes

RESPONSE #1: ANGIE BREWER & ASSOCIATES:

Acceptable

#1: Experience/Qualifications - Remarks:

This agency is qualified to provide grant consulting services to the County. Cited more than 20 years of experience serving 47 municipalities. Consultant has experience with FRDAP.

#1: Experience/Qualifications - Points:

85

#1: Approach to Work - Remarks:

Consultant states they "do homework" before completing the grant, commendable action. Trains employees to follow Six Disciplines Process to clients effectively.

#1: Approach to Work - Points:

90

#1: Fee:

85

#1 Total:

85.8

RESPONSE #2: ASTRO TECH, INC.:

Marginal

#2: Experience/Qualifications - Remarks:

Very limited experience with government grants consultation. Primarily corporate clients, educational facilities.

#2: Experience/Qualifications - Points:

70

#2: Approach to Work - Remarks:

Measures success by number of applications submitted, not outcomes. Seems to value quantity of documents involved in project. An thorough.

#2: Approach to Work - Points:

75

#2: Fee - Points:

75

#2 Total:

72.6

RESPONSE #3: BIPRO INC.:

Unsatisfactory

#3: Experience/Qualifications - Remarks:

No concrete examples of products produced included. Very slim proposal. No government grant consulting experience cited.

#3: Experience/Qualifications - Points:

65

#3: Approach to Work - Remarks:

Their method is unclear.

#3: Approach to Work - Points:

60

#3: Fee - Points:

78

#3 Total:

66.99

RESPONSE #4: GOVERNANCE, INC.:

Acceptable

#4: Experience/Qualifications - Remarks:

Varied experience with non-profit entities. Legislative experience cited with Governance "professionals" who are former Speakers of the Reps, County Commissioner, past president National League of Cities. Unclear how much these "professionals" contribute to the actual work.

#4: Experience/Qualifications - Points:

80

#4: Approach to Work - Remarks:

Approach to work is clear and concise, follows a series of steps.

#4: Approach to Work - Points:

80

#4: Fee - Points:

85

#4 Total:

80.85

RESPONSE #5: JORDAN & ASSOCIATES:

Acceptable

#5: Experience/Qualifications - Remarks:

Local government experience with grant consultation. Staff appears knowledgeable on the types of grants the County would be seeking some success in obtaining them for other entities.

#5: Experience/Qualifications - Points:

85

#5: Approach to Work - Remarks:

Basic approach to work laid out in RFP. Understandable. No hoop jumping involved.

#5: Approach to Work - Points:

87

#5: Fee - Points:

89

#5 Total:

86.13

RESPONSE #6; LANGTON ASSOC/IN REM:

Highly Acceptable

#6: Experience/Qualificatinon - Remarks:

Extensive experience with grants consulting. Appears to recognize the needs of local governments. Examples show how they work with staff to achieve objectives to gain grants.

#6: Experience/Qualifications - Points:

89

#6: Approach to Work - Remarks:

Approach to work is very thorough. Client contact noted. Lobbying for clients also noted

#6: Approach to Work - points:

92

#6: Fee - Points:

90

#6 - Total:

89.43

Created at 1/9/2009 2:07 PM by Vernon-Devlin, Susan

Last modified at 1/9/2009 2:07 PM by Vernon-Devlin, Susan

Evaluations

RFP-600547-08/TLR - Grant Consultant Services

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Yes

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Acceptable: (89-80 Points)

Proposal meets the County requirements. Any weakness is minor.

Marginal: (79-70 Points)

Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.

Unacceptable: (69-0 Points)

Proposal does not comply substantially with the requirements.

Read and Agreed::

Yes

RESPONSE #1: ANGIE BREWER & ASSOCIATES:

#1: Experience/Qualifications - Remarks:

Extensive municipal experience, 47 cities, 99% success rate. Qualifications satisfactory.

#1: Experience/Qualifications - Points:

80

#1: Approach to Work - Remarks:

Minimal discussion of approach/creativity. Performance measurement descriptions are brief and general.

#1: Approach to Work - Points:

75

#1: Fee:

80

#1 Total:

77.55

RESPONSE #2: ASTRO TECH, INC.:

#2: Experience/Qualifications - Remarks:

Good qualifications and experience, mostly arts and education, 50-60% success rate. Detailed experience information.

#2: Experience/Qualifications - Points:

85

#2: Approach to Work - Remarks:

Excellent discussions of creativity and performance measurement, supported with much detail.

#2: Approach to Work - Points:

85

#2: Fee - Points:

80

#2 Total:

82.5

RESPONSE #3: BIPRO INC.:

#3: Experience/Qualifications - Remarks:

General descriptions with no details for examples of expertise. Based on submittal, appears to be a one person operation.

#3: Experience/Qualifications - Points:

70

#3: Approach to Work - Remarks:

Emphasis on business proposals, no data on success rate. Creativity and performance measurement descriptions limited, with minima

#3: Approach to Work - Points:

70

#3: Fee - Points:

80

#3 Total:

72.6

RESPONSE #4: GOVERNANCE, INC.:

#4: Experience/Qualifications - Remarks:

Good variety of government experience-city, state, foundations, workforce. Principals have strong experience and qualifications.

#4: Experience/Qualifications - Points:

90

#4: Approach to Work - Remarks:

Creativity discussion limited, focused on innovation points.. Brief but adequate identification of performance measure issues.

#4: Approach to Work - Points:

85

#4: Fee - Points:

80

#4 Total:

84.15

RESPONSE #5: JORDAN & ASSOCIATES:

#5: Experience/Qualifications - Remarks:

No details on grant programs listed. Mostly city and county clients. Qualifications adequate. Success rate 75-100%.

#5: Experience/Qualifications - Points:

75

#5: Approach to Work - Remarks:

Creativity, performance measurement comments minimal, not very detailed.

#5: Approach to Work - Points:

70

#5: Fee - Points:

80

#5 Total:

74.25

RESPONSE #6: LANGTON ASSOC/IN REM:

#6: Experience/Qualificatinon - Remarks:

Diverse experince, extensive state and federal agency work, over \$100 million in awards. Massive city and county experience. Good q

#6: Experience/Qualifications - Points:

95

#6: Approach to Work - Remarks:

Good examples for creativity discussion, apprriations approach example helpful. Brief performance measurement section, utilizing m

#6: Approach to Work - points:

90

#6: Fee - Points:

80

#6 - Total:

87.45

Created at 1/12/2009 7:45 AM by Johnson, Gary

Last modified at 1/12/2009 7:45 AM by Johnson, Gary

Evaluations

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Read and Agreed::

Yes

RESPONSE #1: ANGIE BREWER & ASSOCIATES:

#1: Experience/Qualifications - Remarks:

Acceptable

#1: Experience/Qualifications - Points:

87

#1: Approach to Work - Remarks:

Acceptable

#1: Approach to Work - Points:

89

#1: Fee:

80

#1 Total:

84.48

RESPONSE #2: ASTRO TECH, INC.:

#2: Experience/Qualifications - Remarks:

Marginal

#2: Experience/Qualifications - Points:

74

#2: Approach to Work - Remarks:

Marginal

#2: Approach to Work - Points:

74

#2: Fee - Points:

80

#2 Total:

75.24

RESPONSE #3: BIPRO INC.:

#3: Experience/Qualifications - Remarks:

Marginal

#3: Experience/Qualifications - Points:

70

#3: Approach to Work - Remarks:

Marginal

#3: Approach to Work - Points:

70

#3: Fee - Points:

80

#3 Total:

72.6

RESPONSE #4: GOVERNANCE, INC.:

#4: Experience/Qualifications - Remarks:

Acceptable

#4: Experience/Qualifications - Points:

89

#4: Approach to Work - Remarks:

Acceptable

#4: Approach to Work - Points:

86

#4: Fee - Points:

80

#4 Total:

84.15

RESPONSE #5: JORDAN & ASSOCIATES:

#5: Experience/Qualifications - Remarks:

Acceptable

#5: Experience/Qualifications - Points:

85

#5: Approach to Work - Remarks:

Acceptable

#5: Approach to Work - Points:

80

#5: Fee - Points:

80

#5 Total:

80.85

RESPONSE #6: LANGTON ASSOC/IN REM:

#6: Experience/Qualificatinon - Remarks:

Acceptable

#6: Experience/Qualifications - Points:

89

#6: Approach to Work - Remarks:

Acceptable

#6: Approach to Work - points:

87

#6: Fee - Points:

80

#6 - Total:

84.48

Created at 1/12/2009 12:47 PM by Abel, Joe

Last modified at 1/22/2009 9:16 AM by Roberts, Tammy

Evaluations

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Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.

Unacceptable: (69-0 Points)

Proposal does not comply substantially with the requirements.

Read and Agreed::

Yes

RESPONSE #1: ANGIE BREWER & ASSOCIATES:

#1: Experience/Qualifications - Remarks:

The proposal displays the firm's acceptable ability to perform services detailed in the scope and is professionally written. However, it appears to be focused on loans and/or entitlement grants, funding types Seminole County is already well adverse in securing.

#1: Experience/Qualifications - Points:

86

#1: Approach to Work - Remarks:

The firm appears to have strong expertise in the development of management systems for funding and other strategic planning. Although a positive attribute, it is out of alignment with the services detailed in the scope. There is concern that support wouldn't be present for in which assistance may be required.

#1: Approach to Work - Points:

83

#1: Fee:

75

#1 Total:

80.52

RESPONSE #2: ASTRO TECH, INC.:

#2: Experience/Qualifications - Remarks:

The proposal indicates a marginal ability for the firm to perform services detailed in the scope. Their experience appears to be geared private industry rather than local government. Knowledge of government operations and relationships at the State and Federal level ensuring the success of the county's grant program.

#2: Experience/Qualifications - Points:

72

#2: Approach to Work - Remarks:

The detail provided in the proposal in regards to approach to work is extensive. The ideas are both thorough and attainable, potential efficiency and effectiveness of the grants program.

#2: Approach to Work - Points:

86

#2: Fee - Points:

85

#2 Total:

80.19

RESPONSE #3: BIPRO INC.:

#3: Experience/Qualifications - Remarks:

Although the proposal is professionally written, it indicates a limited ability for the firm to perform services detailed in the scope. Little regarding grant activity was provided and what was provided is general in nature. The references listed indicate the firm's experience private industry rather than local government. Knowledge of government operations and relationships at the State and Federal level ensuring the success of the county's pursuit of grant funding.

#3: Experience/Qualifications - Points:

65

#3: Approach to Work - Remarks:

The approach to work appears to be more from a corporate business plan perspective rather than a plan based upon local government funding.

#3: Approach to Work - Points:

71

#3: Fee - Points:

80

#3 Total:

71.28

RESPONSE #4: GOVERNANCE, INC.:

#4: Experience/Qualifications - Remarks:

The proposal displays the firm's acceptable ability to perform services detailed in the scope and is well written. Although the qualifications are strong, their examples of experience overall aren't aligned with the specific services provided in Seminole County.

#4: Experience/Qualifications - Points:

85

#4: Approach to Work - Remarks:

Included in the proposal is a checklist for how the firm would approach work with Seminole County. The list was comprehensive and included all areas detailed in the scope.

#4: Approach to Work - Points:

85

#4: Fee - Points:

75

#4 Total:

80.85

RESPONSE #5: JORDAN & ASSOCIATES:

#5: Experience/Qualifications - Remarks:

The proposal displays the firm's acceptable ability to perform services detailed in the scope. However, their experience appears to be on entitlement grants, funding types Seminole County is already well adverse in securing. Also, the examples given in grants experie outdated.

#5: Experience/Qualifications - Points:

84

#5: Approach to Work - Remarks:

The description of services provided general information as to how the firm would work with Seminole County. Additional detailed inf have been helpful.

#5: Approach to Work - Points:

82

#5: Fee - Points:

75

#5 Total:

79.53

RESPONSE #6: LANGTON ASSOC/IN REM:

#6: Experience/Qualificatinon - Remarks:

The proposal displays the firm's highly acceptable ability to perform services detailed in the scope. Included in the proposal is an exti government experience with programs covering all facets of Seminole County operations. Also included is reference to the decline in how it is impacting local government funding. This is indicative of the firm's awareness of State and Federal activity as it relates to fu government, and their commitment to communicate such findings. The firm also has established relationships with county staff across

#6: Experience/Qualifications - Points:

95

#6: Approach to Work - Remarks:

The proposal details a thorough and effective plan for how the firm would work with the county if the contract is awarded. The plan p activity already realized by Seminole County under the current grant consulting contract, which has been very successful. There is no would continue to provide excellent service to Seminole should another contract be awarded.

#6: Approach to Work - points:

91

#6: Fee - Points:

83

#6 - Total:

88.77

Created at 1/12/2009 4:04 PM by Bero, Jennifer
Last modified at 1/12/2009 4:04 PM by Bero, Jennifer

Evaluations

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Proposal does not comply substantially with the requirements.

Read and Agreed::

Yes

RESPONSE #1: ANGIE BREWER & ASSOCIATES:

#1: Experience/Qualifications - Remarks:

More than 20 years experience in municipal grant area.

However, listed program experience focused on Water and Wastewater loans funds and entitlement grants with only some emphasis on grant types.

Acceptable to meet the qualifications desired by the County.

#1: Experience/Qualifications - Points:

83

#1: Approach to Work - Remarks:

Solid approach demonstrated. Discussion of importance of preparing applications with agency goals in mind. Lobbist, presentations :

#1: Approach to Work - Points:

85

#1: Fee:

80

#1 Total:

81.84

RESPONSE #2: ASTRO TECH, INC.:

#2: Experience/Qualifications - Remarks:

Demonstated experience not relational to municipal grants. Focus on not-for-profit and corporations

#2: Experience/Qualifications - Points:

75

#2: Approach to Work - Remarks:

Discussion of project management vs. competitive grant proposal experience. Discussion of providing engineering and documentation active search, project match and proposals.

#2: Approach to Work - Points:

75

#2: Fee - Points:

80

#2 Total:

75.9

RESPONSE #3: BIPRO INC.:

#3: Experience/Qualifications - Remarks:

Experience not congruent with needs requested. Private Industry references only

#3: Experience/Qualifications - Points:

75

#3: Approach to Work - Remarks:

No documented success rate. Discussion of Business case development - project development focus which is not the focus of the RFF

#3: Approach to Work - Points:

75

#3: Fee - Points:

80

#3 Total:

75.9

RESPONSE #4: GOVERNANCE, INC.:

#4: Experience/Qualifications - Remarks:

Seasoned personnel. Focus on Not-for-Profit vs. government clients. Acceptable to meet the qualifications desired by the County.

#4: Experience/Qualifications - Points:

85

#4: Approach to Work - Remarks:

Acceptable approach and method.

#4: Approach to Work - Points:

85

#4: Fee - Points:

80

#4 Total:

82.5

RESPONSE #5: JORDAN & ASSOCIATES:

#5: Experience/Qualifications - Remarks:

Focus on writing and administration for small cities and counties. Grant expertise highlighted focused on CDBG, FEMA, SHIP and other competitive grants. Acceptable to meet the qualification desired by the County.

#5: Experience/Qualifications - Points:

85

#5: Approach to Work - Remarks:

General description of how approach would be facilitated. Focus on administration which is not required by SC.

#5: Approach to Work - Points:

83

#5: Fee - Points:

80

#5 Total:

81.84

RESPONSE #6: LANGTON ASSOC/IN REM:

#6: Experience/Qualificatinon - Remarks:

More than 25 years of experience as well as lobby activities. Clear demonstration of work performed and success. Work performed r entity and competative grants County is seeking. Seasoned personnel with diverse program knowledge. Acceptable to meet qualifica the County.

#6: Experience/Qualifications - Points:

90

#6: Approach to Work - Remarks:

Approach included discussion of current economic trends and focus of washington. Approach was to detailed and acceptable.

#6: Approach to Work - points:

90

#6: Fee - Points:

80

#6 - Total:

85.8

Created at 1/16/2009 4:21 PM by [Spriggs, Lisa](#)

Last modified at 1/16/2009 4:21 PM by [Spriggs, Lisa](#)

GRANT CONSULTANT SERVICES AGREEMENT (RFP-600547-08/TLR)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **LANGTON ASSOCIATES/IN REM SOLUTIONS**, duly authorized to conduct business in the State of Florida, whose address is 118 West Adams Street, Suite 700, Jacksonville, Florida 32202, hereinafter called "CONSULTANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide grant consulting services and research in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to furnish grant consulting services to COUNTY and desires to provide its services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish services and perform those tasks as further described in the Scope of Services and Performance Work Statement attached hereto and incorporated herein as Exhibit A.

SECTION 2. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the annual

amount budgeted by the County for consultant services. CONSULTANT shall perform all work required by the Scope of Services, but in no event shall CONSULTANT be paid more than the negotiated fee stated above. CONSULTANT shall be compensated at the rates shown on Exhibit B, attached hereto.

(b) Payments shall be made to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of CONSULTANT's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

SECTION 3. BILLING AND PAYMENT.

(a) CONSULTANT shall render to COUNTY at the close of each calendar month a properly dated and itemized invoice including, but not limited to, the following information:

- (1) The name and address of CONSULTANT;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by CONSULTANT for all services performed by CONSULTANT during that month and for which COUNTY is being billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) duplicate copies of the invoice shall be sent to:

Fiscal Services
Seminole County Services Building
1101 East First Street
Sanford, FL 32771

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

SECTION 4. AUDIT OF RECORDS.

(a) COUNTY may perform, or have performed, an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsection (b) and of this Section and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as required by Section 3(b).

(b) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during this Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section, reveals any overpayment by COUNTY under the terms of this Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 5. RESPONSIBILITY OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all plans, studies, research reports, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its services.

(b) Neither COUNTY's review, approval, acceptance of, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONSULTANT's performance of any of the services furnished under this Agreement.

SECTION 6. OWNERSHIP OF DOCUMENTS. All deliverable reference data, survey data, plans, and reports that result from CONSULTANT's services under this Agreement shall become the property of COUNTY after final payment for the specific service provided is made to CONSULTANT. No changes or revisions to the documents furnished by CONSULTANT shall be made by COUNTY or its agents without the written approval of CONSULTANT.

SECTION 7. TERM. This Agreement shall take effect on February 16, 2009, notwithstanding the date it is signed by the parties and shall

remain in effect for a period of three (3) years. At the option of the parties, this Agreement may be extended for two (2) additional one (1) year terms.

SECTION 8. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill CONSULTANT's Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to COUNTY all plans, studies, reports, research, and such other information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. CONSULTANT shall be paid no more than a percentage of the fee amount equivalent to the percentage of the completion of work contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, CONSULTANT shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of

CONSULTANT. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that CONSULTANT had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.



SECTION 9. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 10. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or persons other than a bona fide

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

SECTION 11. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.



SECTION 12. SUBCONSULTANTS. In the event CONSULTANT, during the course of the work under this Agreement, requires the services of any sub-consultants or other professional associates in connection with service covered by this Agreement, CONSULTANT must secure the prior written approval of COUNTY. If sub-consultants or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of sub-consultants or other professional associates.

SECTION 13. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONSULTANT whether caused by

CONSULTANT or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

SECTION 14. INSURANCE.

(a) General. CONSULTANT shall, at CONSULTANT's own cost, procure the insurance required under this Section.

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30)  days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of the statement on the Certificate, CONSULTANT shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full

compliance with the requirements of this Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONSULTANT shall relieve CONSULTANT of CONSULTANT's full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing  policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no

longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at CONSULTANT's sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONSULTANT will also be responsible for procuring proper proof of coverage from its sub-consultants of every tier for liability which is a result of a Workers' Compensation injury to the sub-consultant's employees. The minimum required limits to be provided by

both CONSULTANT and its sub-consultants are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State laws.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

| | | |
|----------------|---|-------------------------|
| \$ 500,000.00 |  | (Each Accident) |
| \$1,000,000.00 | | (Disease-Policy Limit) |
| \$ 500,000.00 | | (Disease-Each Employee) |

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

| | |
|--|--|
| General Aggregate | Three (3) Times the Each Occurrence Limit |
| Personal & Advertising Injury Limit | \$500,000.00 |
| Each Occurrence Limit | \$500,000.00 |

(3) Professional Liability Insurance. CONSULTANT shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONSULTANT.

(e) Occurrence Basis.  The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or agents of liability from any obligation under this Section or any other portions of this Agreement.

SECTION 15. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or

payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY protest procedures, as set forth in subsection (a) above, of which CONSULTANT had knowledge and failed to present during COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 16. REPRESENTATIVE OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 17. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.



SECTION 18. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 19. INDEPENDENT CONSULTANT. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is to be and shall remain an independent CONSULTANT with respect to all services performed under this Agreement.

SECTION 20. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 21. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 22. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 23. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Fiscal Services
Seminole County Services Building
1101 East First Street
Sanford, FL 32771

For CONSULTANT:

Langton Associates/In Rem Solutions
118 West Adams Street, Suite 700
Jacksonville, FL 32202

SECTION 24. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

SECTION 25. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 26. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes relating to ethics in government.

(b) CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section

112.312(15), Florida Statutes as over 5 percent) either directly or indirectly, in the business of CONSULTANT to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONSULTANT hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

LANGTON ASSOCIATES/IN REM SOLUTIONS

, Secretary

By: _____
, President

(CORPORATE SEAL)



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: _____
BOB DALLARI, Chairman

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk/sjs

11/5/08, 2/6/09

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Attachment:

- Exhibit A - Scope of Services
- Exhibit B - Rate Schedule

Scope of Services

GRANT CONSULTANT SERVICES

The specific services required are:

- Identify and communicate grant funding opportunities
- Provide expert guidance regarding Local, State, and Federal grant programs
- Review grant proposals prepared by staff as needed
- Prepare and submit grant proposals as needed
- Attend any special County meetings necessary to benefit grant proposals
- Conduct presentations and/or provide assistance to the County in developing presentations and appearances before Local, State, and Federal agencies
- Advocate before all appropriate entities on behalf of the County for the County.
-

BACKGROUND

Seminole County participates in various types of grant programs, impacting operations of departments with diverse projects. Although one firm may possess expertise in various grant programs, multiple consultants may be necessary to accommodate the diversity in County operations. Evaluation of grant consultant proposals may result in multiple contract awards to ensure consulting services are available to each department.

Housed in the Fiscal Services Department, the Grants Administrator coordinates the grants process initiated throughout the County departments. Funding opportunities are identified by both departmental staff and the Grants Administrator, and then presented to the Grants Review Team for consideration.

The Grants Review Team is organized to oversee the pursuit of grant funding opportunities. Consisting of various departmental representatives and management, the team evaluates all potential opportunities for eligibility and instructs staff when appropriate. Conceptual, approved, and implemented projects are reviewed to determine feasibility for meeting applicable grant requirements. Input from a consultant would be valuable to this decision-making process.

Pursuit of all grant opportunities must be approved by the Board prior to submission of applications. The Grants Administrator prepares the necessary documents for presentation to the Board. Once approved, proposals are written. Collaboration efforts between staff and the consultant for writing proposals would result in most effective grant applications, increasing the probability of grant awards.

Departmental staff manages the awarded grants and the related projects, ensuring compliance with all grant requirements.

Price Proposal

Langton Associates/In Rem Solutions proposes to perform the following Contract Option for the following fees:

Full Service Contract includes in-depth assessment, determination of relevant funding sources, preparation and submission of grant applications, technical assistance for grant administration, research, intergovernmental relations with federal and state governments and weekly e-mail grants alert for a fixed annual fee of **\$80,000**.

This fee includes charges incurred for: research, professional staff, local and long distance telephone charges, printing, postage, and miscellaneous supplies.

Costs which may be incurred by **Langton Associates/In Rem Solutions** employees on behalf of the client, but which are **not included** in the above fees are all advertising, travel expenses, architectural or engineering plans, and legal fees. These fees will not be incurred without the prior approval of the client.

Unlike some consulting firms there are **no hidden fees, charges or contingencies** with **Langton Associates/In Rem Solutions**.

For more information please visit us at www.langtonconsulting.com or contact us at:

Michael Langton, President
Langton Associates
118 West Adams Street, Suite 700
Jacksonville, Florida 32202
(904) 598-1368
(904) 598-1837 fax