

Agenda Item #       C - 2      

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

**AGENDA ITEM:** APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR GRANT WRITING SERVICES WITH RMPK FUNDING.

**ISSUE:** On May 1, 2024, a Request for Qualifications (RFQ) for Grant Writing Services – Royal Palm Beach was advertised in the Palm Beach Post. Sealed proposals were opened, reviewed and scored and ranked against the scoring criteria by the Selection Committee on May 9, 2024.

RMPK Funding was ranked #1, with the full Selection Committee's ranking as follows:

1. RMPK Funding
2. The Ferguson Group
3. Guardian Community Resource Management, Inc.
4. Boynton Beach Business Consultants
5. Lloyd Stanbury

**RECOMMENDED ACTION:** Staff recommends award to RMPK Funding.

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Initiator:	Village Manager	Agenda	Village Council
Mark Pawlowski	Approval:	Date:	Action:
Director of Parks and Recreation		6-20-24	

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AGREEMENT	
Village of Royal Palm Beach	Vendor: RMPK Funding, Inc.
Project: Grant Writing Services – Royal Palm Beach	RFQ

This Agreement, entered into this \_\_\_\_\_, effective immediately by and between RMPK Funding, Inc., a Corporation registered in Florida, hereinafter referred to as the “**VENDOR**”, and the Village of Royal Palm Beach, Florida, a Municipal Corporation, hereinafter referred to as the “Village.”

**WITNESSETH:**

Village and **VENDOR**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, hereby agree as follows:

1. Terms: Village and **VENDOR**, both hereby agree to enter into an agreement for the provision of **Grant Writing Services – Royal Palm Beach** within the corporate limits of the Village in accordance with the Village Specifications attached hereto as Exhibit “A”. This agreement will commence on the **July 1, 2024 and will end on the June 30, 2026.** Additionally, this Agreement may be renewed and extended for two (2) additional two-year terms for the same amount of compensation as stated below in paragraph 4, upon mutual written agreement of both parties.

2. Scope of Services: Other Conditions: The **VENDOR** is a business engaged in providing Grant Writing Services and agrees to perform the following Grant Writing Services. See “Composite Exhibit “A”. All terms and conditions of the Agreement shall be the terms and conditions as specifically set forth in the Village Proposal Specifications for these services and the proposal attached hereto as “Composite Exhibit “A”. Both parties hereby agree and acknowledge that this six (6) page Agreement, along with “Composite Exhibit “A” and any other documents required by the Village Specifications shall constitute the entire Agreement.

3. Notices: Notice as required in the Agreement documents shall be sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

Village:

Village of Royal Palm Beach  
1050 Royal Palm Beach Boulevard  
Royal Palm Beach, FL 33411  
Attn: Raymond C. Liggins, P.E.  
Village Manager

Vendor:

RMPK Funding, Inc.  
601 Heritage Drive #404  
Jupiter, FL 333458  
Attn: Ryan A. Ruskay, President

4. Compensation and Payments: VENDOR shall perform such services as specifically stated in the Scope of Work provided in Exhibit "A" and as may be designated and authorized by the Village. Such authorizations will be referred to as Consultant Services Authorizations (hereinafter "CSAs") and each CSA will be numbered consecutively. Each CSA will set forth the specific Scope of Work, total amount of compensation and completion date. An individual CSA must be approved by the Village prior to commencement by VENDOR on each of the task(s). Compensation will be negotiated on a per-project basis, on each individual CSA. The Village agrees to pay VENDOR in accordance with each CSA.

5. Books, Reports and Audits:

a. Recordkeeping: VENDOR shall maintain, for a period of no less than five (5) years from the Effective Date of this Agreement, all weekly sales reports, receipt books, inventory reports and other such records customarily used by VENDOR to document Services provided to the Village. The Village shall have the authority to audit all sales records for the purpose of verifying the accuracy of any payments to the Village.

b. Audits: The Village shall not be responsible for any costs incurred by VENDOR as a result of a Village audit. In the event that such audit results in an assessment by and an additional payment due to the Village, such additional payment shall be subject to interest at the rate of one (1) percent per month retroactive to the date such payment originally should have been paid.

6. Compliance with Regulations: VENDOR shall be responsible for ensuring that all operations conducted pursuant to this Agreement comply with all applicable state, federal and local regulations. The Services provided under this Agreement shall be operated in such a manner as to not generate offensive noise levels, as determined in the sole discretion of the Parks and Recreation Director, or designee, or Village Staff, and the leased areas are to be kept clean and neat in areas open/not open to the public at all times. VENDOR further agrees that it will not use the leased areas for any illegal, unsafe or immoral purposes.

7. Indemnifications and Hold Harmless: VENDOR agrees to protect, defend, reimburse, indemnify and hold the Village, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the Village by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any person, arising out of or incident to or in connection with the VENDOR's performance under this Agreement. Performance shall include, but is not limited to, VENDOR's acts, omissions or operations hereunder, or the performance, nonperformance or purported performance of the VENDOR or any breach of the items of this Agreement.

8. Permits/Licenses: VENDOR shall obtain, at its own cost and expense, all permits, licenses, and business tax receipts, which may be required by any governmental agency and shall adhere to all applicable federal, state and local laws at all times. VENDOR shall provide copies of all permits and licenses to the Village prior to commencement of work under this

Agreement demonstrating that VENDOR is fully licensed and in compliance with all applicable Village (Royal Palm Beach), County (Palm Beach), State (Florida) and U.S. Government code requirements and regulations. VENDOR must keep said permits and licenses current and in good standing throughout the term of this Agreement, and provide Village with proof of such upon demand.

11. Assignments and Subcontracting: VENDOR shall not assign this Agreement and its rights hereunder, in whole or in part, nor subcontract with any other person or entity to provide any of the Services contained in this Agreement, except with the prior written consent of the Village Parks and Recreation Director, or designee. Before any assignment shall become effective, the assignee shall, by written instrument, assume and agree to be bound by the terms and conditions of this Agreement during the remainder of the term hereof.

12. Default, Remedies and Termination:

a. Default by VENDOR; Termination by Default: If any of the following events occur, the Village shall have the right to immediately terminate this Agreement without further notice to or opportunity to cure by VENDOR:

1. Insolvency: If VENDOR makes an assignment of this Agreement, or profits therefrom, for any reason for the benefit of creditors; files a petition of bankruptcy; is adjudged bankrupt or insolvent; has its interest under this Agreement levied upon or sold upon execution or by operation of law becomes vested in another person, firm or entity because of the insolvency of VENDOR; or in the event a receiver or trustee is appointed for the VENDOR or for the VENDOR's interest under this Agreement;

2. Abandonment: In the event VENDOR ceases to operate the Services at the leased areas as described herein. Examples of abandonment shall include, but not be limited to, failure to return phone calls of potential clients, failure to return phone calls of Village Staff and failure to staff the leased areas on a regular basis;

3. Violation of Other Agreement Requirements: In the event VENDOR fails to perform any of the other terms, covenants, requirements or conditions of this Agreement, and VENDOR fails to cure or correct such failure within fifteen (15) calendar days after a written notice of default is sent by the Village to VENDOR.

b. Remedies: The Village may, if it so elects, pursue any remedies available to it under law or equity for breach of this Agreement or any of its terms, covenants, requirements or conditions. No right or remedy conferred upon or reserved to the Village hereunder is intended to be exclusive of any other right or remedy available and existing at law or in equity.

c. Waiver of Default: The acceptancy of any fee by the Village, whether in a single instance or repeatedly in part or in whole, after it falls due, or after knowledge of any breach hereof by VENDOR shall not be construed as a waiver of the Village's right to act, or as an election not to proceed under the provisions of the Agreement. Additionally, waiver by the Village of any provision of this Agreement or any time limited provided for in this Agreement shall not constitute a waiver of any other provision.

13. Termination for Convenience: Either Party may terminate this Agreement for any reason by providing the other Party with ninety (90) calendar days' advance written notice.

14. Miscellaneous Provisions:

a. Non-Exclusive Agreement: This Agreement shall be non-exclusive between the Parties.

b. Non-Discrimination: VENDOR agrees not to discriminate in hiring or in the provision of Services under this Agreement on the basis of race, color, national origin, genetics, sex, age, qualifying disability or medical conditions, religion, income or familial status, marital status, veteran's status, sexual orientation, gender identity, or gender expression. Violation of this provision, at the option of Village, may be treated as a default under this Agreement.

c. Independent Contractor; No Joint Venture: VENDOR and the Village agree that VENDOR is an independent contractor with respect to the Services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties hereto. Neither VENDOR nor any employee, subcontractor, vendor or agent of VENDOR shall be entitled to any benefits accorded Village employees by virtue of the Services provided under this Agreement. The Village shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee, subcontractor, vendor or agent of VENDOR. Additionally, VENDOR and the Village agree that nothing contained in this Agreement is intended, or shall be construed, in any way as creating or establishing the relationship of co-partners or joint ventures between the Parties hereto, or as constituting the VENDOR as the agent or representative of the Village for any purpose or in any manner whatsoever.

d. Availability of Funds: The obligations of the Village under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Council of the Village of Royal Palm Beach.

e. Governing Law and Venue: This Agreement shall be governed by Florida law and the sole venue for any action under this Agreement shall be Palm Beach County, Florida.

f. Severability: The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

g. Inspector General: Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with

the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Village as well as contractors and lobbyists of the Village in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

h. Public Records: In accordance with Sec. 119.0701, *Florida Statutes*, VENDOR must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, VENDOR must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A VENDOR who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, VENDOR shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the VENDOR does not transfer the records to the Village. Finally, upon completion of the Agreement, VENDOR shall transfer, at no cost to the Village, all public records in possession of the VENDOR, or keep and maintain public records required by the Village. If the VENDOR transfers all public records to the Village upon completion of the Agreement, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Agreement, the VENDOR shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

**IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5100, OR AT [Ddisanto@RoyalPalmBeachFl.gov](mailto:Ddisanto@RoyalPalmBeachFl.gov), OR AT 1050 ROYAL PALM BEACH BLVD., ROYAL PALM BEACH, FLORIDA 33411.**

15. Entirety of Agreement and Modification: The Village and VENDOR agree that this Agreement, together with the attached exhibits including but not limited to, the Village's Request for Proposals and VENDOR'S Proposal, sets forth the entire agreement between the Parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Village and VENDOR pertaining to the Services described

herein, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the Parties hereto.

**Witnesses to Vendor:**

***RMPK Funding, Inc.***

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

**Witnesses to Village:**

**Village of Royal Palm Beach**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Raymond C. Liggins, P.E.  
Village Manager

**Attest:**

Diane DiSanto, Village Clerk

\_\_\_\_\_

Proposal Posted

Proposal Opening:

Approved by Council:

## **INVITATION TO BID**

Sealed bids will be received by the Village of Royal Palm Beach, Florida at the Office of the Village Clerk, located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411 for subject Project until 3:00 PM local time, Thursday, May 9, 2024, then opened publicly at that time.

### **Grant Writing Services - Royal Palm Beach**

Documents may be downloaded free of charge at: [www.royalpalmbeachfl.gov/bids](http://www.royalpalmbeachfl.gov/bids)

In accordance with F.S. 287.133 (2) (a), persons and affiliates who have been placed on the convicted vendor list may not submit bids, contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Village of Royal Palm Beach) in excess of Ten Thousand Dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

The OWNER reserves the right to reject any or all Bids, to waive informalities, and to re-advertise. Publish: Palm Beach Post: Wednesday, May 1, 2024



## **Village of Royal Palm Beach**

### **Village Mayor and Council**

Fred Pinto, Mayor  
Jeff Hmara, Vice Mayor  
Selena Samios, Councilwoman  
Jan Rodusky, Councilwoman  
Richard Valuntas, Councilman

### **Village Manager**

Raymond C. Liggins, P.E.

### **Parks and Recreation Director**

Mark Pawlowski

## **EXHIBIT A**

### *Request for Qualifications For*

## **GRANT WRITING SERVICES – ROYAL PALM BEACH**



1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411  
(561) 790-5100 D 790-5174 D [clerk@royalpalmbeachfl.gov](mailto:clerk@royalpalmbeachfl.gov) D

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Publish: Palm Beach Post: Wednesday, May 1, 2024

***Request for Statement of Qualifications***  
***Grant Writing Services - Royal Palm Beach***

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**INSTRUCTIONS  
REQUEST FOR QUALIFICATIONS**

**1. Purpose and Services**

- a. The Village of Royal Palm Beach ("Village") has published a Request for Qualifications ("RFQ") to establish contracts for professional services ("Services") be rendered by qualified professionals (Professional(s)) which term, for the purposes of these Instructions, may refer to an individual or an entity as the context may require) as described in the RFQ. These Instructions and the addenda and exhibits attached hereto are a part of the RFQ. Professionals have been asked to respond to the RFQ submitting Statements of Qualifications ("Qualifications") in accordance with the RFQ.
- b. The Services are to be rendered with regard to the following "projects":

***Grant Writing Services - Royal Palm Beach***

- c. A description of the Services is set forth in the "Statement of Work" attached hereto as Exhibit A.

**2. Procedure for Submitting Proposals**

- a. Each Professional who wishes to respond to the RFQ is required to submit six (6) complete copies of his Qualifications. Envelopes, packets or packages containing the Qualifications shall be sealed, postage paid, if mailed, and shall reflect on their face the information required by the RFQ, the name and address of the Professional and the date and hour of the deadline for receipt of Qualifications.
- b. Any Qualifications received after the time and date specified will not be considered. The failure of a Professional to comply with any of the specifications, terms and conditions of the RFQ shall be valid reason for rejection of the Qualifications.
- c. Any Qualifications may be withdrawn up until the time scheduled for receipt of the Qualifications.
- d. Due to irregularity of mail delivery, each Professional is cautioned to assure actual delivery of his Qualifications to the Village Clerk prior to the deadline in order to be considered.

**3. Qualifications Format:** Qualifications must be concise, include the items designated

below and be presented in the following order.

- a. **Cover Sheet** - Indicating corporate name and address of Professional and marked, **"Grant Writing Services - Royal Palm Beach"**.
- b. **Letter of Transmittal** - A brief statement of the Professional's understanding of the Services and a commitment to perform the Services in a timely fashion. If a partnership, this statement should contain the names of the individuals who will be authorized to make representations for the Professional, their titles, addresses and telephone numbers, and must be signed by the officer authorized and designated to negotiate for the professional. The letter should also indicate the reasons the Professional feels their approach would be the most cost effective for the Village.
- c. **Sworn Statements** - Public Entity Crimes Statement (Exhibit B), Truth-in-Negotiations Certificate (Exhibit C), Certification Pursuance to Florida Statute §215.4725 (Exhibit D), E-Verify Affidavit (Exhibit E).
- d. **Licensing and Insurance** - Proof of licensing as required to perform this work and proof of professional liability insurance coverage. A minimum of \$1,000,000 professional liability insurance coverage is required. Professionals who do not currently maintain this coverage shall submit a statement of insurability from a properly licensed carrier and a statement of commitment to secure the coverage prior to execution of a contract.

#### 4. **Consideration of Professionals**

A Selection Committee will review and consider the qualifications of all Professionals received in accordance with the stipulated criteria below. The Selection Committee has not yet been formulated and is not expected to be formulated until after the submittals are received. The Selection Committee will meet publicly to evaluate received proposals against the scoring criteria. Then they will individually review and rank the submittals of the Professionals based upon said scoring criteria. The Selection Committee will then publicly determine the rankings and each member's scoring will become part of the public record. In the event of a tie or a need for additional information, the Selection Committee may request Professionals to make formal presentations, subject to Sec. 286.0113, F.S. The Selection Committee will then make a recommendation to the Village Council based on rankings. ***The Village Council may require, at its sole discretion, a summary presentation of approximately ten (10) minutes from the top three (3) firms prior to award, also subject to above-referenced state statute.***

##### a. **Scoring Criteria**

The following scoring criteria and point allocation will be used in reviewing submittals received by the Village:

- **Experience and Background (30 points)** - The Village intends to select a firm with top quality professionals. Proposers shall provide, and the Village will evaluate, the years of experience of key personnel with a firm have successfully practiced their profession.

- **Project Understanding (30 points)** – The Village intends to select a firm that truly understands the needs of the Village as defined in the scope of services. Proposers shall provide, and the Village will evaluate, clear evidence demonstrating an understanding of municipal needs and what is required for a successful grant application.

In determining the point award, each Selection Committee member will award a score which reflects the perceived degree of true understanding possessed by the Proposer with respect to the needs, as it impacts the Village, and expected outcomes for this specific project. Maximum points should be awarded to only those Proposer(s) that display an exceptional degree of understanding.

- **Approach/Methods (30 points)** – The Village intends to select a firm that is government oriented, a firm that is knowledgeable of local, state and federal grant guidelines rules and regulations and a firm that is task oriented.

In determining the point award, each Selection Committee member will award a score based upon their perception of the Proposer's approach and methodology to grant writing, willingness to be client oriented and the firm's planning and scheduling skills.

- **Workload (10 Points)** - To Village intends to select a firm that will be able to give the Village's needs full attention.

In determining the point award, each Selection Committee member will award a score based on the perceived "readiness" of the firm to take on a new project. The most desirable situation would be a firm that is nearing completion on one (1) or more current projects and is already set up for another project. The least desirable situation would be a firm that currently has a maximum workload.

Point Allocation and Total

Scoring Criteria	Available Points
Experience and Background	30 points
Project Understanding	30 points
Approach/Methods	30 points
Workload	10 Points
<b>Total Points</b>	<b>100 points</b>

## 5. Competency of Professionals

- a. No qualifications will be accepted from, nor will any contract be entered into with, any Professional which is in default on any obligation to a public or private entity or which has failed to perform faithfully any previous contract with said entity.

- b. Qualifications will be considered only from Professionals who are regularly engaged in the business of providing services similar to the Services, which produce evidence that they have established a satisfactory record of performance for a reasonable period of time and which have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the Services if awarded a contract.

## **6. Contracts**

- a. The Qualifications of the successful Professional shall become a legal obligation only if a contract is duly authorized and adopted by the Village Council. Any contract resulting from this RFQ will be on a negotiated price basis and may contain a renewal option if deemed appropriate by the Village Council. Exercise of any renewal option would be contingent on additional funding approved by the Village Council.
- b. Any contract resulting from the RFQ will be governed by the laws of the State of Florida and will contain provisions or conditions deemed by the Village to be necessary to define a sound and complete agreement, including fair, competitive and reasonable compensation.
- c. The selected Professional will be required to execute the sworn statements attached hereto as Exhibit B, C, D, E contemporaneously with the execution of the contract.

## **7. Reservation of Rights**

- a. The Village reserves the right to reject qualifications which contain any alternation, addition, condition, limitation, unauthorized alternatives or which show irregularities, technicalities or informalities in any Qualifications or to reject any or all Qualifications.
- b. Neither the Village nor its representatives will be liable for any expenses incurred in connection with the preparation of any Qualifications.
- c. The Village reserves the right to delay any scheduled dates or times for performance, in which event the Village will bring such information to the attention of those professionals which have demonstrated an interest by responding to the RFQ.
- d. *The Village anticipates awarding one (1) contract for the Services.* However, the Village reserves the right to award more contracts if it is deemed in its best interest.
- e. A response to this RFQ does not constitute a bid, therefore the Village retains the right to contact any/all proposers after submittal in order to obtain supplemental information and/or clarification in either oral or written form.

## **Exhibit A**

### **SCOPE OF SERVICES**

#### **GRANT APPLICATION PREPARATION:**

- Research and obtain necessary documents for the grant application.
- Prepare and submit grant application for evaluation.
- Handle all follow-up requests from Granter relating to the application.
- Attend or coordinate any meetings necessary for the grant application.
- Prepare materials and make presentations to any necessary government agencies.
- Act as a liaison between the Village and the State or Federal agencies or legislature.
- Provide village staff with updated timelines and information concerning the funding process.

#### **GRANT MANAGEMENT SERVICES:**

- Compile, prepare and submit the necessary commencement, pre-reimbursement and cash flow projections.
- Prepare and submit quarterly or semi- annual status reports as required.
- Compile, prepare and submit grant closeout documents.
- Prepare and submit reimbursement packages and coordinate with the village and the necessary agencies to ensure the accuracy and timeliness of the reimbursement of funds
- Handle all amendments, requests for time extensions and other situations involving the grant project and its successful completion.
- Provide the village with information on upcoming funding opportunities and the status of grant applications.



**Exhibit B**

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

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

DESCRIPTION OF CONTRACT: Grant Writing Services – Royal Palm Beach.

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being  
by me first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_ (name or  
bidder or contractor}, is \_\_\_\_\_ (relationship such as sole proprietor,  
partner, president, vice president).

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean 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 guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

**(Draw a line through paragraph 5 if paragraph 6 below applies.)**

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or

contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_ A copy of the order of the Division of Administrative Hearings is attached to this statement.

**(Draw a line through paragraph 6 if paragraph 5 above applies.)**

\_\_\_\_\_  
Sworn and subscribed before me by means of [ ] physical presence or [ ] online notarization in the state and county first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public (affix seal)

My Commission Expires

**Exhibit C**

***Truth - In - Negotiation Certificate***

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of the Agreement. This document must be executed by a Corporate Officer.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit D**

**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 215.4725**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name Company Name

certifies that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Exhibit E**

**E-Verify Affidavit**

Bid/Proposal Number: \_\_\_\_\_

Project Description: \_\_\_\_\_

In accordance with Section 448.095, F.S., Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by the Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including SUBCONTRACTORS) assigned by the Contractor to perform work pursuant to the contract. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Royal Palm Beach.

Contractor further agrees to retain sufficient evidence of their enrollment in the E-Verify System and provide such evidence to the Village of Royal Palm Beach upon request. Sufficient evidence shall consist of a printed copy of the completed E-Verify Company Profile page, obtained from <https://www.e-verify.gov>.

Contractor also agrees to obtain from each of its subcontractors/subconsultants an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), F.S. Contractor further agrees to maintain a copy of any such affidavit from a subcontractor/subconsultant for, at a minimum, the duration of the subcontract and any extension thereof.

By affixing your signature below, you hereby affirm that you will comply with all E-Verify requirements.

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Federal Employer Identification No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

STATE OF FLORIDA  
PALM BEACH COUNTY

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath, in the state and county first mentioned above.

\_\_\_\_\_  
Notary Public (affix seal)

My Commission Expires: \_\_\_\_\_

SAMPLE AGREEMENT	
Village of Royal Palm Beach	Vendor:
Project: Grant Writing Services – Royal Palm Beach	RFQ

This Agreement, entered into this \_\_\_\_\_, effective immediately by and between \_\_\_\_\_, a Corporation registered in Florida, hereinafter referred to as the “**VENDOR**”, and the Village of Royal Palm Beach, Florida, a Municipal Corporation, hereinafter referred to as the “Village.”

**WITNESSETH:**

Village and **VENDOR**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, hereby agree as follows:

1. Terms: Village and **VENDOR**, both hereby agree to enter into an agreement for the provision of **Grant Writing Services – Royal Palm Beach** within the corporate limits of the Village in accordance with the Village Specifications attached hereto as Exhibit A. This agreement will commence on the **October 1, 2024 and will end on the October 1, 2025**. Additionally, this Agreement may be renewed and extended for two (2) additional, two (2) year terms for the same amount of monthly compensation, \$ \_\_\_\_\_ as stated below in paragraph 4, upon mutual written agreement of both parties. If the Agreement is extended into Renewal Terms, then the VENDOR shall replenish the advanced rent deposits to the Village as required by “Composite Exhibit A” prior to commencement of the applicable Renewal Term.

2. Scope of Services: Other Conditions: The **VENDOR** is a business engaged in providing Grant Writing Services and agrees to perform the following Grant Writing Services. See “Composite Exhibit “A”. All terms and conditions of the Agreement shall be the terms and conditions as specifically set forth in the Village Proposal Specifications for these services and the proposal attached hereto as “Composite Exhibit “A”. Both parties hereby agree and acknowledge that this six (6) page Agreement, along with “Composite Exhibit “A” and any other documents required by the Village Specifications shall constitute the entire Agreement.

3. Notices: Notice as required in the Agreement documents shall be sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

Village:

Vendor:

Village of Royal Palm Beach  
1050 Royal Palm Beach Boulevard  
Royal Palm Beach, FL 33411  
Attn: Raymond C. Liggins, P.E.  
Village Manager

Attn:

4. Payments: The VENDOR agrees to pay Village, \_\_\_\_\_ on the 1<sup>st</sup> day of each month commencing on \_\_\_\_\_ until **October 1, 2024**. VENDOR also shall submit to the Village all advance rent payments and damage deposits required in "Composite Exhibit A."

5. Books, Reports and Audits:

a. Recordkeeping: VENDOR shall maintain, for a period of no less than five (5) years from the Effective Date of this Agreement, all weekly sales reports, receipt books, inventory reports and other such records customarily used by VENDOR to document Services provided to the Village. The Village shall have the authority to audit all sales records for the purpose of verifying the accuracy of any payments to the Village.

b. Audits: The Village shall not be responsible for any costs incurred by VENDOR as a result of a Village audit. In the event that such audit results in an assessment by and an additional payment due to the Village, such additional payment shall be subject to interest at the rate of one (1) percent per month retroactive to the date such payment originally should have been paid.

6. Compliance with Regulations: VENDOR shall be responsible for ensuring that all operations conducted pursuant to this Agreement comply with all applicable state, federal and local regulations. The Services provided under this Agreement shall be operated in such a manner as to not generate offensive noise levels, as determined in the sole discretion of the Parks and Recreation Director, or designee, or Village Staff, and the leased areas are to be kept clean and neat in areas open/not open to the public at all times. VENDOR further agrees that it will not use the leased areas for any illegal, unsafe or immoral purposes.

7. Indemnifications and Hold Harmless: VENDOR agrees to protect, defend, reimburse, indemnify and hold the Village, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the Village by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any person, arising out of or incident to or in connection with the VENDOR's performance under this Agreement. Performance shall include, but is not limited to, VENDOR's acts, omissions or operations hereunder, or the performance, nonperformance or purported performance of the VENDOR or any breach of the items of this Agreement.

8. Permits/Licenses: VENDOR shall obtain, at its own cost and expense, all permits, licenses, and business tax receipts, which may be required by any governmental agency and shall adhere to

all applicable federal, state and local laws at all times. VENDOR shall provide copies of all permits and licenses to the Village prior to commencement of work under this Agreement demonstrating that VENDOR is fully licensed and in compliance with all applicable Village (Royal Palm Beach), County (Palm Beach), State (Florida) and U.S. Government code requirements and regulations. VENDOR must keep said permits and licenses current and in good standing throughout the term of this Agreement, and provide Village with proof of such upon demand.

11. Assignments and Subcontracting: VENDOR shall not assign this Agreement and its rights hereunder, in whole or in part, nor subcontract with any other person or entity to provide any of the Services contained in this Agreement, except with the prior written consent of the Village Parks and Recreation Director, or designee. Before any assignment shall become effective, the assignee shall, by written instrument, assume and agree to be bound by the terms and conditions of this Agreement during the remainder of the term hereof.

12. Default, Remedies and Termination:

a. Default by VENDOR; Termination by Default: If any of the following events occur, the Village shall have the right to immediately terminate this Agreement without further notice to or opportunity to cure by VENDOR:

1. Insolvency: If VENDOR makes an assignment of this Agreement, or profits therefrom, for any reason for the benefit of creditors; files a petition of bankruptcy; is adjudged bankrupt or insolvent; has its interest under this Agreement levied upon or sold upon execution or by operation of law becomes vested in another person, firm or entity because of the insolvency of VENDOR; or in the event a receiver or trustee is appointed for the VENDOR or for the VENDOR's interest under this Agreement;

2. Abandonment: In the event VENDOR ceases to operate the Services at the leased areas as described herein. Examples of abandonment shall include, but not be limited to, failure to return phone calls of potential clients, failure to return phone calls of Village Staff and failure to staff the leased areas on a regular basis;

3. Violation of Other Agreement Requirements: In the event VENDOR fails to perform any of the other terms, covenants, requirements or conditions of this Agreement, and VENDOR fails to cure or correct such failure within fifteen (15) calendar days after a written notice of default is sent by the Village to VENDOR.

b. Remedies: The Village may, if it so elects, pursue any remedies available to it under law or equity for breach of this Agreement or any of its terms, covenants, requirements or conditions. No right or remedy conferred upon or reserved to the Village hereunder is intended to be exclusive of any other right or remedy available and existing at law or in equity.

c. Waiver of Default: The acceptancy of any fee by the Village, whether in a single instance or repeatedly in part or in whole, after it falls due, or after knowledge of any breach hereof by VENDOR shall not be construed as a waiver of the Village's right to act, or as an election not to proceed under the provisions of the Agreement. Additionally, waiver by the Village of any provision



of this Agreement or any time limited provided for in this Agreement shall not constitute a waiver of any other provision.

13. Termination for Convenience: Either Party may terminate this Agreement for any reason by providing the other Party with ninety (90) calendar days' advance written notice.

14. Miscellaneous Provisions:

a. Non-Exclusive Agreement: This Agreement shall be non-exclusive between the Parties. The Village shall have the right to contract with additional VENDORS for events at Commons Park at any time as more particularly stated in "Composite Exhibit A".

b. Non-Discrimination: VENDOR agrees not to discriminate in hiring or in the provision of Services under this Agreement on the basis of race, color, national origin, genetics, sex, age, qualifying disability or medical conditions, religion, income or familial status, marital status, veteran's status, sexual orientation, gender identity, or gender expression. Violation of this provision, at the option of Village, may be treated as a default under this Agreement.

c. Closing of Village Sporting Center and Commons Park: The Village shall have the right to close the Village Sporting Center or Commons Park, or any portion thereof, either permanently or temporarily. The Village shall provide VENDOR with advance notice of such closures unless such advance notice is prohibited by an Act of God.

d. Independent Contractor; No Joint Venture: VENDOR and the Village agree that VENDOR is an independent contractor with respect to the Services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties hereto. Neither VENDOR nor any employee, subcontractor, vendor or agent of VENDOR shall be entitled to any benefits accorded Village employees by virtue of the Services provided under this Agreement. The Village shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee, subcontractor, vendor or agent of VENDOR. Additionally, VENDOR and the Village agree that nothing contained in this Agreement is intended, or shall be construed, in any way as creating or establishing the relationship of co-partners or joint ventures between the Parties hereto, or as constituting the VENDOR as the agent or representative of the Village for any purpose or in any manner whatsoever.

e. Advertising: All advertising of VENDOR'S Services at Commons Park shall be approved by the Village Parks and Recreation Director, or designee, prior to use.

f. Availability of Funds: The obligations of the Village under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Council of the Village of Royal Palm Beach.

g. Governing Law and Venue: This Agreement shall be governed by Florida law and the sole venue for any action under this Agreement shall be Palm Beach County, Florida.

h. Severability: The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void,

shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

i. Inspector General: Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Village as well as contractors and lobbyists of the Village in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

j. Public Records: In accordance with Sec. 119.0701, *Florida Statutes*, VENDOR must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, VENDOR must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A VENDOR who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, VENDOR shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the VENDOR does not transfer the records to the Village. Finally, upon completion of the Agreement, VENDOR shall transfer, at no cost to the Village, all public records in possession of the VENDOR, or keep and maintain public records required by the Village. If the VENDOR transfers all public records to the Village upon completion of the Agreement, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Agreement, the VENDOR shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

**IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5100, OR AT [Ddisanto@RoyalPalmBeach.com](mailto:Ddisanto@RoyalPalmBeach.com), OR AT 1050 ROYAL PALM BEACH BLVD., ROYAL PALM BEACH, FLORIDA 33411.**

15. Entirety of Agreement and Modification: The Village and VENDOR agree that this Agreement, together with the attached exhibits including but not limited to, the Village's Request for Proposals

and VENDOR'SSS Proposal, sets forth the entire agreement between the Parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Village and VENDOR pertaining to the Services described herein, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the Parties hereto.

**Witnesses to Vendor:**

\_\_\_\_\_  
\_\_\_\_\_

**Vendor:**

\_\_\_\_\_

**Witnesses to Village:**

\_\_\_\_\_  
\_\_\_\_\_

**Village of Royal Palm Beach:**

\_\_\_\_\_

Raymond C. Liggins, P.E.  
Village Manager

**Attest:**

Diane DiSanto, Village Clerk

\_\_\_\_\_

Proposal Posted

Proposal Opening:

Approved by Council:

## EXHIBIT A



Public Funding • Governmental Advocacy • Economic Development

### PROPOSED COST

Grant Type	Application Cost*
Florida Land and Water Conservation Fund (LWCF)	\$5,000
Florida Recreation Development Assistance Program (FRDAP)	\$4,000
Energy and Efficiency Grants (DOE)	\$4,000
Florida Department of Transportation (FDOT)	\$3,500
Florida Boating Improvement Program (FBIP)	\$4,000
Non-Point Pollution TMDL Grants (FDEP)	\$4,000
Transportation Alternative Grants (TAP)	\$4,000
Florida Communities Trust - Florida Forever Program (FCT)	\$6,000
Recreational Trails Program (RTP)	\$5,000
FIND Water District Grant Program	\$4,000
Florida Cultural Facilities Grant (DCA)	\$5,000
Urban and Community Forestry Grant Program (DOF)	\$2,500
Special Category Historical Grant	\$4,500
Hazard Mitigation Grant Programs	\$5,000
Resilient Florida Grants	\$4,500
Rebuild Florida Grants	\$5,000
Small Matching Historical Grant	\$3,000
General Program Support Grant	\$3,000
African-American Cultural and Historical Grant Program	\$4,500

This is not a comprehensive listing of all grant programs that might be available to the City. New programs are created and become available each year. If a program or grant type is not listed, RMPK will provide a cost proposal for approval before initiating the preparation process.

\*Any grant application not funded during the first submission will be submitted again for funding from the next funding cycle of the same program at no additional cost. The project must remain comparable in scope to the original submission.

601 Heritage Dr. #402  
Jupiter, FL 33458  
(561) 745-2401 [www.rmpkfunding.com](http://www.rmpkfunding.com)



Grant Type	Administration Cost
Florida Land and Water Conservation Fund (LWCF)	\$2,500
Florida Recreation Development Assistance Program (FRDAP)	\$2,000
Energy and Efficiency Grants (DOE)	\$2,500
Florida Department of Transportation (FDOT)	\$2,000
Florida Boating Improvement Program (FBIP)	\$1,500
Non-Point Pollution TMDL Grants (FDEP)	\$2,000
Transportation Alternative Grants (TAP)	\$2,500
Florida Communities Trust - Florida Forever Program (FCT)	\$3,500
Recreational Trails Program (RTP)	\$3,500
Water District Grant Program	\$2,000
Florida Cultural Facilities Grant (DCA)	\$2,500
Urban and Community Forestry Grant Program (DOF)	\$1,500
Special Category Historical Grant	\$2,000
Hazard Mitigation Grant Programs	\$4,500
Resilient Florida Grants	\$3,500
Rebuild Florida Grants	\$6,000
Small Matching Historical Grant	\$2,000
General Program Support Grant	\$2,500
African-American Cultural and Historical Grant Program	\$2,500

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