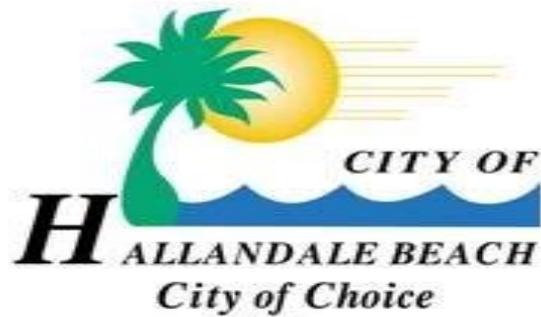


EXHIBIT 2



**REQUEST FOR PROPOSAL  
(RFP) # FY 2011-2012-019**

**FEDERAL LOBBYIST SERVICES**

**PREPARED BY:  
CITY OF HALLANDALE BEACH  
GENERAL SERVICES/PURCHASING DEPARTMENT AND  
CITY MANAGER DEPARTMENT**

## TABLE OF CONTENTS

	<b>RFP AND CONTRACT DOCUMENTS – COVER PAGE</b>	
	<b>TABLE OF CONTENTS</b>	<b>2</b>
	<b>NOTICE TO PROSPECTIVE PROPOSERS</b>	<b>3-4</b>
	<b>CONTRACT BUDGET</b>	<b>4</b>
	<b>UNABLE TO SUBMIT REQUEST FOR PROPOSAL (RFP) FORM</b>	<b>5</b>
	<b>LIST OF CITY ADMINISTRATORS AND DEPARTMENTS LIAISONS</b>	<b>6</b>
<b>I.</b>	<b>PURPOSE AND INTENT OF REQUEST FOR PROPOSAL (RFP)</b>	<b>7</b>
	<b>➤ INTRODUCTION/INFORMATION</b>	
<b>II.</b>	<b>ADDITIONAL BACKGROUND INFORMATION</b>	<b>7</b>
<b>III.</b>	<b>PROPOSAL MINIMUM QUALIFICATION REQUIREMENTS</b>	<b>7</b>
<b>IV.</b>	<b>QUESTIONS REGARDING THE RFP</b>	<b>8</b>
<b>V.</b>	<b>CONE OF SILENCE</b>	<b>8</b>
<b>VI.</b>	<b>LOBBYIST REGISTRATION</b>	<b>8</b>
<b>VII.</b>	<b>CONTRACT TERM</b>	<b>8</b>
<b>VIII.</b>	<b>COST ADJUSTMENTS</b>	<b>9</b>
<b>IX.</b>	<b>SCRUTINIZED COMPANIES</b>	<b>9</b>
<b>X.</b>	<b>SUBMISSION OF PROPOSALS</b>	<b>9-12</b>
	<b>➤ RFP TENTATIVE SCHEDULE</b>	<b>13</b>
<b>XI.</b>	<b>GENERAL TERMS AND CONDITIONS</b>	<b>14</b>
<b>XII.</b>	<b>DEFINITIONS</b>	<b>14-15</b>
<b>XIII.</b>	<b>SUBMISSION, RECEIPT OF PROPOSALS &amp; OTHER TERMS</b>	<b>15-21</b>
<b>XIV.</b>	<b>TECHNICAL SPECIFICATIONS</b>	<b>22-24</b>
<b>XV.</b>	<b>PROPOSAL EVALUATION</b>	<b>24-26</b>
<b>XVI.</b>	<b>COST PROPOSAL FORM</b>	<b>26-29</b>
	<b>VARIANCES</b>	<b>30</b>
	<b>PROPOSAL SUBMITTED BY FORM</b>	<b>31</b>
	<b>CITY'S FORM AGREEMENT</b>	<b>32-47</b>

**NOTICE TO PROSPECTIVE PROPOSERS**

**RESPONSES ARE DUE: FRIDAY, AUGUST 10, 2012 BY NO LATER THAN 4:00 P.M.**

Any questions are to be submitted via email to [alues@cohb.org](mailto:alues@cohb.org) by no later than **THURSDAY JULY 26, 2012 BY 11:00 AM.**

**PRE-PROPOSAL CONFERENCE TO BE HELD THURSDAY JULY 26, 2012 AT 11:00 AM, CITY HALL COMMISSION CHAMBERS.**

**You will be able to ask questions at this meeting.**

**Local Vendor Preference may be applicable to this RPF; see page 26, item # 2.**

**Small Business Enterprise (SBE) Business Utilization Plan**

A business that is currently certified under the Broward County Small Business Enterprise program, pursuant to Chapter 20, Article XIV, Code of Metropolitan Broward County. The City encourages all who respond to this RFP to utilize or make good faith efforts to utilize SBE Firms that are certified under the Broward County SBE program.

**PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES. PROPOSALS MUST BE MAILED OR HAND DELIVERED TO:**

CITY OF HALLANDALE BEACH
CITY CLERK'S DEPARTMENT – EXECUTIVE OFFICES
400 SOUTH FEDERAL HIGHWAY – 2 <sup>ND</sup> FLOOR
HALLANDALE BEACH, FL 33009
TITLED: RFP NO. FY2011-2012-019
FEDERAL LOBBYIST SERVICES

**PROPOSAL MINIMUM QUALIFICATION REQUIREMENTS:**

- Have knowledge of the City of Hallandale Beach and its goals. Your firm's response must provide a clear explanation as to how this requirement has been met.
- Proposer must have five (5) years experience of similar scope of work. Provide five (5) references of similar engagements, scope of work and complexity that have been completed by your company within the last five (5) years. Provide the name of company/owner/business for which the services were provided to; Project Manager's name; address of the company, and telephone number. The City will call the names and numbers provided as the references for the rating criteria.
- Project Manager that will be assigned to perform the Contract has five (5) years experience performing similar scope of work as required in this RFP.

**IF THE MINIMUM QUALIFICATION REQUIREMENTS ABOVE ARE NOT MET, THE PROPOSER'S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.**

The top ranked firm(s) will be required to appear before the City Commission to answer questions about their submission.

**CONTRACT TERM:**

Your firm's proposal submission shall be valid until such time as City Commission awards a contract as a result of this RFP.

The initial contract period shall be for one (1) year, commencing upon award by the City Commission. The Contract start date will be October 1, 2012.

There are four (4) one year renewal terms which are contingent upon satisfactory performance of the services and available funding. Total contract terms, including renewals, are five (5) years.

**CONTRACT COST:**

The City requires an all inclusive contract cost for all functions and duties generally required and as outlined in this RFP.

**CONTRACT BUDGET:**

The City has budgeted an amount not to exceed \$50,000 for this Contract.

**COST ADJUSTMENTS:**

After the first (1<sup>st</sup>) contract period, any increases which may be approved by the City shall be subject to an adjustment up to 2% maximum only if the Consultant can provide documentation proving that their operational costs to provide services have increased significantly. No more than one (1) cost increase will be accepted during any renewal period.

UNABLE TO SUBMIT A RESPONSE? We sincerely hope this is not the case.  
If your firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return:

**WE \_\_\_\_\_ HAVE RECEIVED THE RFP**  
**(COMPANY NAME)**

**WE ARE UNABLE TO RESPOND TO THE RFP AT THIS TIME DUE TO THE FOLLOWING REASONS:**


**COMPLETE INFORMATION BELOW:**

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
P.O. BOX:	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: (    )	
EMAIL ADDRESS:	

<b>RETURN THIS UNABLE TO SUBMIT FORM ONLY TO:</b>
<b>CITY OF HALLANDALE BEACH</b>
<b>GENERAL SERVICES DEPARTMENT</b>
<b>400 SOUTH FEDERAL HIGHWAY, ROOM 242</b>
<b>HALLANDALE BEACH, FL 33009</b>
<b>TITLED: RFP # FY 2011-2012-019 FEDERAL LOBBYIST SERVICES</b>

## LIST OF ADMINISTRATORS AND DEPARTMENT LIAISONS

<b>1.</b>	<b>CITY MANAGER</b>
	<b>Renee Crichton, City Manager</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954) 457-1300</b>
<b>2.</b>	<b>ACTING ASSISTANT CITY MANAGER</b>
	<b>Jennifer Frastai</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954) 457-1304</b>
<b>3.</b>	<b>GENERAL SERVICES/PURCHASING DIRECTOR</b>
	<b>Andrea Lues</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954)457-1332 (OR)</b>
<b>4.</b>	<b>GENERAL SERVICES/PURCHASING SPECIALIST</b>
	<b>Joann Wiggins</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954)457-1331</b>

**PURPOSE OF RFP**  
**INTRODUCTION / INFORMATION**

**I. PURPOSE**

The City of Hallandale Beach is seeking sealed proposals to select an experienced and qualified law firm, governmental affairs consulting firm, business, individual and/or combination thereof to provide the City with governmental representation before the executive and legislative branches of the federal government.

The City currently does not have a federal lobbyist agreement.

The City seeks to retain the services of Legislative Consultant for matters in which the City may need professional services before the U.S. Congress, Federal Administrative Agencies, Executive Branch, etc.

**II. ADDITIONAL BACKGROUND INFORMATION**

The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 35,000. The City's fiscal year begins October 1<sup>st</sup> and ends September 30<sup>th</sup>.

The City provides the range of governmental services including, public safety; Police; Fire; Parks and Recreation; Road Maintenance; Planning, Zoning and Building, Code Enforcement and Community Development to citizens.

**III. PROPOSAL MINIMUM QUALIFICATION REQUIREMENTS:**

- Have knowledge of the City of Hallandale Beach and its goals. Your firm's response must provide a clear explanation as to how this requirement has been met.
- Proposer must have five (5) years experience of similar scope of work. Provide five (5) references of similar engagements, scope of work and complexity that have been completed by your company within the last five (5) years. Provide the name of company/owner/business for which the services were provided to; Project Manager's name; address of the company, and telephone number. The City will call the names and numbers provided as the references for the rating criteria.
- Project Manager that will be assigned to perform the Contract has five (5) years experience performing similar scope of work as required in this RFP.

**IF THE MINIMUM QUALIFICATIONS ABOVE ARE NOT MET, THE PROPOSER'S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.**

**IV. QUESTIONS REGARDING RFP:**

For information pertaining to this Request for Proposals (RFP), contact General Services/Purchasing Department (954) 457-1333. Such contact shall be for clarification purposes only. Changes, if any, to the scope of the services or proposal procedures will be transmitted only by written addendum.

**V. CONE OF SILENCE:**

Per Section 2.3 (e) of the City of Hallandale Beach Code of Ordinances, Lobbyists shall cease all contact and communication with the City Commission forty-eight (48) hours before the date set for a decision on a matter, unless contacted by a City Commissioner. No City Board, Agency or Committee shall have contact forty-eight (48) hours before the date set for a decision on a matter.

Per Chapter 23, Section 23-105 of the City of Hallandale Beach Code of Ordinances and the City's Protocol Manual, Section 3 H., the City Commission shall not be involved in the preparation, submittal and evaluation of bids, request for proposals and other purchases, including attendance at or participating in presentations to or deliberations by a selection committee or contact with persons, firms, organizations, and corporations submitting bids or proposals to the City.

**VI. LOBBYIST REGISTRATION:**

Registration. Every lobbyist shall file the registration with the City Clerk's Office on the form provided by the City. Under no circumstances shall a lobbyist working for the City lobby the City Commission.

Annual registration. Commencing January 1, 2005, and annually thereafter, every lobbyist shall submit to the City Clerk's office a signed statement under oath identifying themselves and their respective principals or clients and/or the party they represented on City matters over the past year or in accordance with administrative policy. Such annual disclosure statements shall be submitted on the form provided by the City Clerk's Office. A fee of \$100.00 shall be paid to the city for annual lobbyist registration.

**VII. CONTRACT TERM:**

Your firm's proposal submission shall be valid until such time as City Commission awards a contract as a result of this RFP.

The initial contract period shall be for one (1) year, commencing upon award by the City Commission. The Contract start date will be October 1, 2012.

There are four (4) one year renewal terms which are contingent upon satisfactory performance of the services and available funding. Total contract terms, including renewals, are five (5) years.

## **VIII. COST ADJUSTMENTS:**

After the first (1<sup>st</sup>) contract period, any increases which may be approved by the City shall be subject to an adjustment up to 2% maximum only if the Consultant can provide documentation proving that their operational costs to provide services have increased significantly. No more than one (1) cost increase will be accepted during any renewal period.

## **IX. SCRUTINIZED COMPANIES**

The City, entering into a contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the City if the company awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum.

## **X. SUBMISSION OF PROPOSALS**

**The following format must be followed by firms submitting responses to the RFP.**

**The outline for items # 1 through # 13 below must be followed since the Evaluation Committee will read your company's responses as the basis for its evaluation.**

**Provide five (5) complete proposals and one (1) electronic true and exact copy on a CD ROM to include the following:**

1. Title Page

Provide the RFP # and title, the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

2. Minimum Qualification Requirements

In order to be considered for award and to be evaluated, your firm must also clearly provide all the information required to meet the RFP's Minimum Qualification Requirements requested.

3. Table of Contents

Include clear identification of the material by section and by page number.

4. Transmittal Letter

A letter of transmittal, signed by an authorized officer of your company, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes to be best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer until such time as City Commission awards a contract as a result of this RFP.

Provide the names of the person who will be authorized to make representation for the Proposer, their titles, addresses and telephone numbers.

5. General Requirements

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake the work for the City in conformity with the requirements of the specifications in the RFP. As such, the substance of the proposals will carry more weight than their form or manner of presentation.

The proposal should address all points outlined in the specifications of this RFP. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capability to satisfy the requirements of the RFP.

While additional data may be presented, the information requested in items 1 through 13, must be included. Items 1-13 represent the criteria against which proposals will be evaluated.

6. Firm Qualifications and Experience

Discuss Proposer's knowledge of the City and its current and planned future projects and goals.

Indicate the firm's number of years of experience in providing the required services.

The proposal must demonstrate the qualifications and experience of the firm. Include such items as relationships with Federal Executive and Legislative Branches, etc.

Discuss in detail the extent of the Proposer's lobbying experience, including the use of any sub consultants and their role in any engagement(s) of the Proposer.

The proposal should indicate the total number of employees of the firm, the staff to be employed for the City's Project on a full-time basis, and the number of the staff to be employed on a part-time basis.

Provide a list of government and private clients your firm has on contract through 2017. Please provide the dollar amount of each contract and a brief description of the services, including the number of employees your firm is supervising on each project. List and describe any potential conflicts of interest between the City and your firm's other clients that may affect the firm's representation of the City's interests.

List and describe all legal claims against any person or firm that is a member of the team alleging error and/or omissions, or any breach in professional ethics, including those settled out of court, during the past five (5) years. If not applicable, please so state.

7. Team's Experience/Qualification

- Provide a list of the personnel to be used on this project and their qualifications. A resume of key management personnel, including education, experience, and any other pertinent information shall be included for each member to be assigned to this project.
- Provide the name(s) of the person, within your organization, who will be assigned to the City for this Project.

8. Project Manager's Experience

- Provide a comprehensive summary of the experience and qualification of the individual(s) who are proposed to serve as the Project Manager(s) for the City's Contract. These individuals must have a minimum of (5) five years experience in their designated professional specialization.
- Describe the responsibilities of the management that will perform the work.
- List the name, title or position, and duties of management or senior position that will be assigned to this Project. For each individual, include a resume or summary of qualifications and experience that demonstrates the person's knowledge and understanding of the type of services to be performed.

9. Past Performance (References)

Provide five (5) references of similar engagements, scope of work and complexity that have been completed by your company within the last five (5) years which demonstrate the experience of the company and team that will be assigned to provide the services as required by this Project. Please provide the following information for the references:

- Client name, address, phone number, email.
- Project Manager's information. The City will call this person for references.
- Description of the scope of work.
- Total cost of services.

10. Proposer's Approach to the Project

Proposer should demonstrate in their Proposal the approach to the Project for the work required, including, but not limited to, staffing requirements, proposed schedules, performance benchmarks and plans. Proposer must address and discuss in detail in your proposal how all of the responsibilities outlined under the Technical Specifications will be accomplished.

11. Resources and Financial Ability

Provide evidence of your company's financial stability and sufficient financial resources to complete a Project of this scope. Proposers shall provide a statement of Proposer's financial stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of the most recent annual financial report/annual audit. Financial reports provided shall include, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows.

Please advise if there are any anticipated changes of ownership or control of your company.

12. Cost Proposal

The City must receive from the Proposer the fee as a firm, fixed annual fee which shall include all expenses, including travel for the services outlined in this RFP.

Awarded Consultant will be reimbursed on a monthly basis as a flat fee, inclusive of all expenses.

After the first (1<sup>st</sup>) contract period, any increases which may be approved by the City shall be subject to an adjustment up to 2% maximum only if the Consultant can provide documentation proving that their operational costs to provide services have increased significantly. No more than one (1) cost increase will be accepted during any renewal period.

13. Performance Measures

Provide detailed information on how your firm will communicate with assigned City staff prior to, during and after the Contract commencement.

Provide detailed examples of reports and data that will be provided and how often reports will be submitted to the City's Contract Manager.

**END OF SECTION**

**REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE**

**THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.**

RFP ADVERTISING DATE	JULY 19, 2012
RFP DOCUMENT RELEASED	JULY 19, 2012
QUESTIONS	WILL ONLY BE ANSWERED VIA EMAIL UP TO <u>JULY 26, 2012</u> <u>11:00 AM</u>
RFP DEADLINE FOR RECEIPT OF PROPOSALS	<u>FRIDAY, AUGUST 10, 2012 BY NO LATER THAN</u> <u>4PM</u>
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	TO BE DETERMINED
ORAL INTERVIEWS – (IF REQUIRED)	TO BE DETERMINED
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

**END OF SECTION**

## **XI. GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions apply to all responses made to the City of Hallandale Beach by all prospective Proposers. The City of Hallandale Beach reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer(s) or take any other actions that may be deemed to be in the best interest of the City of Hallandale Beach.

## **XII. DEFINITIONS**

**“City”** the City of Hallandale Beach or the City Commission, a municipal corporation of the State of Florida.

**“City’s Contract Administrator”** means the City’s representative duly authorized by the City Commission and/or City Manager, to provide direction to the Contractor regarding services provided pursuant to this RFP and the Contract.

**“Contract” and “Contract Documents”** means the agreement for Agreement for this Project to be entered into between the City and the Successful Proposer/Contractor.

**“Contractor”** the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

**“Local Business”** pursuant to Section 23-105 of the Code of Ordinances of the City of Hallandale Beach, Florida, business who maintains a place of business within the City limits; business who maintains a place of business within the County; business who maintains a place of business within the State of Florida, in this order.

**“Notice to Proceed”** means the written notice given by the City to the Contractor of the date and time for work to start.

**“Project Manager”** means the Contractor’s representative authorized to make and execute decisions on behalf of the Contractor.

**“Proposal”** means the proposal or submission submitted by a Proposer. The terms “Proposal” and “Bid” are used interchangeably and have the same meaning.

**“Proposer”** means one who submits a Proposal in response to a solicitation. The terms “Proposer” and “Bidder” are used interchangeably and have the same meaning.

**“Proposal Documents”** the Request for Proposals, Instructions to Proposers, Technical Specifications, plans and attachments and the proposed Contract Documents (including all Addenda issued prior to the opening of Proposals).

**“Small Business Enterprise”** means Broward County’s SBE program to encourage local small businesses to do business with Broward County. For more information on the SBE Program or to apply in person, qualified small business owners should call the County’s Office of Economic and Small Business Development at 954-357-6400 for an appointment.

**“Successful Proposer”** means the qualified, responsible and responsive Proposer to whom City (on the basis of City’s evaluation as hereinafter provided) makes an award.

**XIII. SUBMISSION AND RECEIPT OF PROPOSALS**

1. Proposals to receive consideration must be received on or prior to the specified time and date of opening, as designated in the proposal.
2. Unless otherwise specified, firms **MUST** use the proposal form(s) furnished by the City. Failure to do so may be cause for rejection of proposal. Removal of any part of the proposal forms may invalidate proposal.
3. Proposals having any erasure or corrections **MUST** be initialed by the Proposer in INK. Proposals shall be signed in INK; all forms shall be typewritten or printed with pen and ink.
4. **PROPOSERS MUST PROVIDE FIVE (5) COMPLETE SETS OF PROPOSALS AND ONE (1) ELECTRONIC TRUE AND EXACT COPY ON A CD ROM.**

**PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES. PROPOSALS MUST BE MAILED OR HAND DELIVERED TO:**

<b>CITY OF HALLANDALE BEACH</b>
<b>CITY CLERK’S DEPARTMENT – EXECUTIVE OFFICES</b>
<b>400 SOUTH FEDERAL HIGHWAY, 2<sup>ND</sup> FLOOR</b>
<b>HALLANDALE BEACH, FL 33009</b>
<b>TITLED: RFP NO. FY2011-2012-019</b>
<b>FEDERAL LOBBYIST SERVICES</b>

**DATE/TIME OF PROPOSAL SUBMITTAL:**

Plainly mark on the outside of the envelope, the Proposal Number, Item Identification and Time and Date of Proposal Receipt.

**IT WILL BE THE SOLE RESPONSIBILITY OF THE PROPOSER TO ENSURE THAT THE PROPOSAL REACHES THE OFFICE OF THE CITY CLERK OFFICE, CITY OF HALLANDALE BEACH ON OR BEFORE: FRIDAY, AUGUST 10, 2012, BY NO LATER THAN 4:00 P.M.**

6. **CONFLICT OF INTEREST:**

In the event the Contractor becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of the Contractor, the Contractor shall immediately notify the City Manager, or designee, in writing, of such conflict. Written notice may be in the form of fax or email notification. Such conflict is defined as any client represented by the firm. In the event the City becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of the clients of the Contractor, the City Manager or designee, shall promptly notify the Contractor of such conflict. The City and the Contractor shall attempt to resolve any such conflict in a manner mutually acceptable to the City and the Contractor.

If the conflict cannot be resolved to the satisfaction of the City, the City reserves the right to procure these services from other vendors with an appropriate reduction to the Contractors fee(s).

7. **BID GUARANTEE AND BOND REQUIREMENTS:**

Not applicable. There are no Performance Bond requirements for this RFP.

8. **PROPOSAL ACCEPTANCE PERIOD:**

Proposer warrants by virtue of submitting a proposal that costs, terms and conditions quoted in the Proposal will remain firm for acceptance by the City until such time as City Commission awards a contract as a result of this RFP.

9. **PUBLIC RECORDS:**

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

10. **ADDENDA AND MODIFICATIONS:**

All addenda and other modifications to the documents or this RFP made prior to the time and date of proposal opening shall be issued as separate documents identified as changes to the proposal project document.

The City shall make reasonable efforts to issue addenda within seven days prior to proposal opening.

If any addenda are issued, the City will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the City's webpage [www.cohb.org/Bidnotifications](http://www.cohb.org/Bidnotifications). Firms are solely responsible to check the website or contact the General Services/Purchasing Department prior to the Proposal submittal deadline to ensure addenda has not been released. All Proposals shall be construed as though all addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the City.

11. **TAXES:**

The City of Hallandale Beach, Florida is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 16-04199765-54C; United States Treasury Department, I.R.S. No. 59-6000333, applies and appears on each City of Hallandale Purchase Order. Exemption Certificates provided on request.

12. **FAILURE TO SUBMIT PROPOSAL:**

If you do not submit a proposal, PLEASE return the form, "**UNABLE TO SUBMIT A PROPOSAL**", stating thereon and request that your name be retained on the City mailing list, otherwise, your name will be removed from the City's bid mailing list.

13. **SIGNED PROPOSAL CONSIDERED AN OFFER:**

The signed Proposal shall be considered an offer on the part of the Proposer or firm, which offer shall be deemed accepted upon approval by the City Commission of the City of Hallandale Beach, Florida and in case of default on the part of the successful Proposer or firm, after such acceptance, the City may take such action as it deems appropriate, including legal action, for damages or specific performance.

14. **LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where Proposers are required to enter onto City of Hallandale Beach property to deliver materials or perform work or services, as a result of proposal award, the Proposer will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The Proposer shall be liable for any damage or loss to the City occasioned by negligence of the Proposer (or agent) or any person the Proposer has designated in the completion of a contract as a result of the proposal.

15. **RESERVATION FOR REJECTION AND AWARD:**

The City of Hallandale Beach reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request re-submission of proposals. The City also reserves the right to award the contract on such material the City deems will best serve its interests.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Department personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice. **The City reserves the right to negotiate the type and cost of specific types of services to be purchased. These negotiations may be held with one or more proposers, as is deemed in the best interest of the City.**

16. **OMISSION OF INFORMATION:**

Any omissions of detailed specifications stated herein, that would render the materials/services not suitable for use as specified, will not relieve the Proposer from responsibility.

17. **SAMPLE FORM CONTRACT:**

The City's Form Contract is attached as part of this solicitation. The Vendor's Submission of an RFP response without identifying variances expressly acknowledges and formally evidences the Vendor's acceptance of all terms and conditions of the form Contract. Any and all variances must be submitted in writing by the Vendor.

18. **INSPECTION OF FACILITIES / SITE VISIT:**

Not applicable.

19. **PROPOSER'S COSTS**

The City shall not be liable for any costs incurred by proposers in response to the RFP.

20. **INVOICES/PAYMENT**

Contractor shall submit invoices on a monthly basis based on the Contract Cost Proposal as approved through the Contract award. Payments will be made through equal monthly payments.

21. **NON DISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT**

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

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

Contractor shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition,

Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship, and accessibility).

Contractor shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

## 22. **RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS**

### Protests

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or Bid to the Director of General Services Department. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed \$50,000.00, are not subject to protests.

### Time for Protest

The submission of a protest about the award of a contract, as a result of an RFP, RFQ or Bid, to the Director of General Services Department must be made no later than (10) calendar days of approval of a contract by City Commission.

### Form and Content of Protest

The protest shall be filed in writing with the Director of General Services and shall state the contested information about the RFP, RFQ or Bid.

General Services will provide a copy of the written protest to the City Attorney and other appropriate City staff.

### Protest Filing Fee

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the City of Hallandale Beach in an amount equal to one percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than \$5,000.00. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Director of General Services and or the City Commission, the filing fee shall be refunded to the protestor less any costs assessed under section "Costs" below.

### Costs

All costs accrued from a protest shall be assumed by the protestor.

### Authority to resolve protests

The Director of General Services shall have the authority, subject to the approval of the City Manager and the City Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.

Special Magistrate

In the event the protest is not resolved by the Director of General Services, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Director of General Services' findings are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

**END OF SECTION**

#### **XIV. TECHNICAL SPECIFICATIONS**

The City of Hallandale Beach is requesting sealed proposals from qualified firms or individuals for federal lobbying services with the United States Congress and Executive Branch of the Federal Government and various Federal agencies.

Respondents shall be qualified pursuant to law. Firms and/or individuals must be licensed to practice in the State of Florida, as required by law.

##### **Responsibilities**

Responsibilities shall include, but not be limited to, the following:

- Design and implement a strategy, in consultation with City of Hallandale Beach staff, that raises the consciousness and awareness of issues relating to the City of Hallandale Beach with congressional leaders and broadens and improves direct communication of City officials with the House and Senate leadership.
- Provide specialized assistance in researching, identifying, expediting, processing, and monitoring competitive and priority grant programs and grant requests for proposals.
- Provide access to key congressional leaders for City of Hallandale Beach officials and staff at strategic times during the legislative process on issues of importance to the City.
- Develop a collegial working relationship with the Florida Congressional delegation.
- Assist the City of Hallandale Beach with obtaining appropriations for a number of City projects and/or programs to be determined as part of an annual legislative strategy.
- Provide written quarterly status reports and updates on achievements to the City of Hallandale Beach. Provide a final report after completion of the Legislative session and any Special Legislative Session addressing all legislation impacting the City.
- Represent the City of Hallandale Beach's federal objectives before the congressional delegation, other members of Congress, congressional committees, congressional staff, and federal agencies.
- Work with the City of Hallandale Beach to draft a comprehensive annual Federal Agenda that includes federal appropriations requests and legislative action items.
- Brief the relevant Members of Congress and staff, as well as Committee and federal agency staff (as appropriate) on the City of Hallandale Beach's Federal Agenda.

- 
- Coordinate any Washington D.C. or other Federal advocacy trips for the City of Hallandale Beach leadership and officials that will focus on briefings on the City's Federal Agenda and appropriations requests.
  - Maintain open lines of communication between designated City of Hallandale Beach contacts and Congressional and Agency contacts as appropriation bills and legislative items are considered by the House and Senate.
  - Evaluate the outcome of House and Senate action on respective appropriation bills and legislative action items and advise the City on next steps and any necessary adjustments to strategy or substance of the City's Federal Agenda.
  - Focus efforts on supporting the City's appropriations requests and legislative objectives during the final phases of Congressional action on spending and authorization legislation, including coordinating additional meetings with relevant Members of Congress or staff in support of the City's federal objectives (as appropriate).
  - Assist the City of Hallandale Beach with strategic communication or crisis response, if needed, relative to the City's federal affairs activities.
  - Prepare briefing sheets, talking points, and any other materials needed for meetings, phone calls, etc., between designated City of Hallandale Beach Commissioners and/or staff and key members of Congress, their staff, and federal agency officials and staff.
  - Assist with the drafting of support letters, letters of request for assistance, and all other materials needed to ensure the success of the City's goals and objectives.
  - Review and report on all pertinent pending legislation and regulations, including all committee meetings, hearings, and conferences.
  - Attend all relevant industry meetings in Washington D.C. in order to provide up to the minute intelligence (and advanced information when available) of federal legislative and regulatory initiatives.
  - Advocate aggressively throughout the legislative process to ensure that the City of Hallandale Beach's goals and objectives are met and to ensure that any federal funding request is funded at the desired level.
  - Provide a final report after completion of the Legislative session and any Special Legislative Session addressing all legislation impacting the City.

- 
- The City is interested in securing State appropriations and grants to include but not necessarily be limited to the following areas:
    1. Transportation – Light rail, roads and bridges, traffic management systems, local mass transit
    2. Water Lines
    3. Sewer Lines
    4. Stormwater Lines
    5. Public Health
    6. Redevelopment/Affordable Housing
    7. Homeland Security
    8. Public Safety Parks Improvements/Open Space
    9. Hazard and Flood Mitigation
    10. Emergency Management Facilities Construction
    11. And others at the discretion of the City.

The individual or firm will be responsible for providing a calendar of issues and events at the beginning of month to the City Manager or designee during the Legislative Session and the Committee meeting process. The individual or firm will also be responsible for scheduling regular quarterly meetings at City Hall and/or conference calls to update City staff on contacts and advocacy efforts and to develop appropriate strategies. It is anticipated that two or three visits to the City prior to the beginning of the Legislative Session will be necessary to assist the City to develop and describe a proposed list of priorities and legislative and funding strategies.

#### **XV. PROPOSAL EVALUATIONS:**

1. **Criteria.** Following the opening of the proposal packages, firms that do not meet the Minimum Qualification Requirements set forth will not be considered further. The firm awarded the Contract will be required to maintain the Minimum Qualification Requirements during the term of the Contract and any contract renewals.

Firms meeting the Minimum Qualification Requirements criteria will have their proposal evaluated by the criteria below. All proposers that have met Minimum Qualifications/Requirements criteria may be required to do oral presentations to the City.

The recommendation(s) for award shall be made to the City Commission, by the City Manager, through the Evaluation Committee, to the responsible Proposer whose proposal is determined to be the most advantageous to City.

NUMBER	CRITERIA LISTED	POTENTIAL POINTS
	Did this firm affirm in their proposal that firm meets the Minimum Qualification Requirements outlined on page 2	YES NO
1.	Qualifications and Experience	20
2.	Past Performance (References)	10
3.	Proposer's Approach to the Project	30
4.	Resources & Financial Ability	10
5.	Cost Proposal	10
6.	Performance Measures	20
	<b>TOTAL POINTS</b>	<b>100</b>

**Evaluation of Cost Proposal**

The Cost Proposal will be evaluated in the following manner:

The response with the lowest total Cost Proposal will be given the full potential cost points.

Every other response will be given points proportionally in relation to the lowest cost. This point total will be calculated by dividing the lowest cost submitted by the total cost for the Cost Proposal being evaluated with the result being multiplied by the maximum cost points to arrive as a cost score of less than the full score for cost.

Example: Lowest Cost Proposed gets Total Points = 35 points  
 Lowest Cost submitted is \$100,000 and the Proposer's Proposed Cost being evaluated is \$150,000 = So  $\$100,000 / \$150,000 = .70$

$.70 * \text{total \# of points for cost criteria which is } 35 = .70 * 35 = 24.50$  which would be the total # of points this Proposer's cost would receive.

The Evaluation Committee may be composed of qualified City Staff and other persons selected by the City to evaluate proposals. City reserves the right, where it may serve the City of Hallandale Beach's best interest, to request additional information or clarification from Proposers.

Notwithstanding anything to the contrary contained herein, the City of Hallandale Beach reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Hallandale Beach.

The City will evaluate proposals and may conduct discussions with, and may require presentations by firms.

Oral presentations may be required from the responsive proposers by the Evaluation Committee to provide an oral presentation in support of what has been provided in the proposals by each firm or to exhibit or otherwise demonstrate the information contained therein for clarification purposes. No new information or material not already provided in the firm's proposal is to be presented during oral presentations.

2. **Local Business.** In addition to the foregoing criteria, Proposers may be entitled to additional consideration for local business certification pursuant to Section 23-105 of the Code of Ordinances of the City of Hallandale Beach, Florida, based on the following:

- (A) First, to proposers who maintain a place of business within the City limits;
- (B) Second, to proposers who maintain a place of business within the County; and
- (C) Third, to proposers who maintain a place of business within the State.

Firms are to submit with the response proof of Florida Department of State Division of Corporation (Sunbiz) Annual Report issued one (1) year prior to proposal submission for the appropriate goods, services or construction to be purchased.

An award based upon local business certification will be awarded to a Proposer based upon vendors, contractors or subcontractors who are local businesses and whose proposal is within five points of the top ranked/rated Proposer.

## **XVI. COST PROPOSAL FORM**

The Contractor will provide all services and expenses necessary for the provision of the services as specified in this RFP. This cost is inclusive of all related expenses.

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**COST PROPOSAL FORM**

**Print name of Proposer (company name)**

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To provide Federal Lobbyist Services in accordance with the  
**RFP # FY 2011-2012-019**

The undersigned, as Proposer, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Proposer further declares that he has examined the requirements and scope of work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the technical specifications and plans for the Work and from his own experience or from professional advice that the technical specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Proposers, Contract, Proposal, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form and Insurance requirements and he has read all addenda prior to the opening of Proposals, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this proposal pertains.

The Proposer proposes and agrees, if this Proposal is accepted, to timely execute a contract with the City in the form attached and to furnish all necessary materials, all equipment, all necessary, tools, apparatus, means of transportation, and employees necessary to complete the Work specified in the Proposal and Contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

***NOTE: ANY SCHEDULE OF PROPOSAL ITEMS ARE MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF PROPOSAL ITEMS AND THE CONTRACT DOCUMENTS, THE CONTRACT DOCUMENTS WILL PREVAIL.***

The Proposer further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the contract form.

The Proposer agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to City within five (5) calendar days after date of award of contract. Failure on the part of the Proposer to timely comply with this provision shall give City all rights and remedies set forth in the Instructions to Proposers.

It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the contract and the City. However, in utilizing the schedule, the Proposer agrees that in no event shall compensation paid to the Proposer under the contract exceed the dollar amount of the Proposer's proposal amount, as set forth in the attached proposal form.

In no event shall the City be obligated to pay for work not performed or materials not furnished.

Proposer's Occupational License No. \_\_\_\_\_

WITNESS

\_\_\_\_\_

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

\_\_\_\_\_

(SEAL)

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**COST PROPOSAL FORM SHEET**

**No cost increase will be accepted during the initial contract period of one (1) year**

<b>ANNUAL FIRM, FIXED TOTAL COST – YEAR 1</b>	\$
<b>ANNUAL FIRM, FIXED TOTAL COST – YEAR 2</b>	\$
<b>ANNUAL FIRM, FIXED TOTAL COST – YEAR 3</b>	\$
<b>ANNUAL FIRM, FIXED TOTAL COST – YEAR 4</b>	\$
<b>ANNUAL FIRM, FIXED TOTAL COST – YEAR 5</b>	\$



**THIS PROPOSAL SUBMITTED BY:**

COMPANY:
ADDRESS:
CITY & STATE:
ZIP CODE:
TELEPHONE:
DATE OF RFP:
FACSIMILE NUMBER:
E-MAIL ADDRESS:
FEDERAL ID NUMBER:
NAME & TITLE PRINTED:
SIGNED BY:

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Request for Proposals, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the RFP.

**AGREEMENT**

**Between**

**CITY of HALLANDALE BEACH, FLORIDA**

**and**

**(TYPE THE NAME OF THE FIRM AS IT APPEARS IN SUNBIZ)**

**RFP # FY 2011-2012-019 FEDERAL LOBBYIST SERVICES**

**SAMPLE DRAFT**

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

\_\_\_\_\_, a Florida corporation, hereinafter referred to as "CONSULTANT." (TYPE THE NAME OF THE FIRM AS IT APPEARS IN SUNBIZ)

WHEREAS, on \_\_\_\_\_, the CITY advertised RFP # FY 2011-2012-019 Federal Lobbyist Services "RFP"; and

WHEREAS, CONSULTANT submitted a proposal on \_\_\_\_\_, in response to the CITY's request; and

WHEREAS, the City Commission awarded on \_\_\_\_\_ the agreement for performance of the services described in the RFP,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

**ARTICLE 1**

**TERM**

The term of this Agreement shall commence on the date it is fully executed by last signing party following the City Commission award of the contract and be automatically renewed in the best interest of the City through September 30, 2017.

Contract may be cancelled within thirty (30) days with a written notice by the City of Hallandale Beach.

If the term of this Agreement extends beyond a single fiscal year of CITY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

**ARTICLE 2**

**SCOPE OF SERVICES TO BE PROVIDED TO THE CITY**

The CITY has employed the CONSULTANT to provide Federal Lobbyist Services. The services to be provided, include, but are not limited to:

a) RFP # FY 2011-2012-01 Federal Lobbyist Services, which is hereby incorporated and made part of this agreement by reference.

And

b) Proposal submitted by CONSULTANT, which is hereby incorporated and made part of this agreement by reference.

### **ARTICLE 3** **INDEMNIFICATION**

To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONSULTANT or persons employed or utilized by the CONSULTANT in performance of the Agreement.

To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONSULTANT or persons employed or utilized by the CONSULTANT in performance of the Agreement.

CONSULTANT agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONSULTANT, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, upon written notice from CITY, shall defend such action or proceeding.

To the extent considered necessary by the City Attorney, any sums due to CONSULTANT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

In the event that any action or proceeding is brought by CONSULTANT against CITY, CONSULTANT hereby waives the right to a jury trial. Venue shall be Broward County, Florida. The provisions of this Article shall survive the expiration or early termination of this Agreement.

CONSULTANT acknowledges that it has received adequate consideration concerning the monetary limitation on the indemnification provided to City, which shall not be less than \$1 million per occurrence.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

#### **ARTICLE 4** **PERSONNEL**

**4.1 Competence of Staff.** The CONSULTANT agrees to provide and assign the following employee(s) to this Agreement:

In the event that any of CONSULTANT's employee is found to be unacceptable to the CITY, including, but not limited to, demonstration that he or she is not qualified, the CITY shall notify the CONSULTANT in writing of such fact and the CONSULTANT shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

#### **ARTICLE 5** **INSURANCE REQUIREMENTS**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

**Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence, **\$1,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Business Automobile Liability** Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Worker's Compensation Insurance & Employers Liability** Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

**Additional Insured** Contractor **agrees to** endorse City as an Additional Insured with a CG 2026 07 04 Additional - Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

**Waiver of Subrogation** Contractor agrees by entering into this contract to a *Waiver* of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify *the* insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance** Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, *limits* and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty **(30)** day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

City of Hallandale Beach  
Risk Manager  
400 South Federal Highway  
Halladale Beach, FL 33009

**Umbrella or Excess Liability.** Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Right to Revise or Reject** City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

**PROFESSIONAL SERVICES AGREEMENT INSURANCE REQUIREMENTS:**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

**Professional Liability:** Respondent agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$1,000,000** Per Claim, **\$1,000,000** Annual Aggregate, or a **\$1,000,000** Combined Single Limit. When a self-insured retention (SIR) or deductible exceeds **\$25,000**, the City reserves the right, but not the obligation, to review and request a copy of the Respondent's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Respondent agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Respondent agrees to purchase a SERP with a minimum reporting period not less than **two (2)** years. The requirement to purchase a SERP shall not relieve Respondent of the obligation to provide replacement coverage.

**Waiver of Subrogation:** Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance:** Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum of thirty **(30)** day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

City of Hallandale Beach  
Attn: Risk Management Department  
400 S. Federal Highway  
Hallandale Beach, FL 33009

**Right to Revise or Reject:** City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operate legally.

**ARTICLE 6**  
**COMPENSATION**

6.1 CITY agrees to pay CONSULTANT, in the manner specified in Section 6.2, the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONSULTANT as full compensation for all such work. It is acknowledged and agreed by CONSULTANT that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONSULTANT for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONSULTANT's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONSULTANT to reimburse its expenses.

**6.2 METHOD OF BILLING AND PAYMENT**

6.2.1 Payment shall be due within thirty (30) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY. Payments will be made through equal monthly payments.

6.3 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6.4 Payment shall be made to CONSULTANT at:


## **ARTICLE 7**

### **TERMINATION**

7.2 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONSULTANT, for CITY's right to terminate this Agreement for convenience, and that CONSULTANT shall not be entitled to any consequential damages or loss of profits.

## **ARTICLE 8** **MISCELLANEOUS**

### **8.1 RIGHTS IN DOCUMENTS AND WORK**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed,

CONSULTANT grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

## 8.2 **AUDIT RIGHT AND RETENTION OF RECORDS**

CITY shall have the right to audit the books, records, and accounts of CONSULTANT and its subcontractors that are related to this Project. CONSULTANT and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONSULTANT and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

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

CONSULTANT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

## 8.3 **PUBLIC ENTITY CRIME ACT**

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crime

Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

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

#### 8.4 **INDEPENDENT CONSULTANT**

CONSULTANT is an independent CONSULTANT under this Agreement. In providing the services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONSULTANT or CONSULTANT's agents any authority of any kind to bind CITY in any respect whatsoever.

#### 8.5 **THIRD PARTY BENEFICIARIES**

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

#### 8.6 **NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice

shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**City of Hallandale Beach**

City Manager

400 South Federal Highway

Hallandale Beach, FL 33009

**With Copy to:**

Name of Director

Attn: Department Name

Department Address

Hallandale Beach, FL 33009

**And:**

City Attorney

400 South Federal Highway

Hallandale Beach, FL 33009

**Consultant:**

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

**8.7 ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONSULTANT of this Agreement or any right or interest herein without CITY's written consent.

CONSULTANT represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

#### 8.8 **CONFLICTS**

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

In the event CONSULTANT is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONSULTANT agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONSULTANT.

#### 8.9 **MATERIALITY AND WAIVER OF BREACH**

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

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

#### 8.10 **COMPLIANCE WITH LAWS**

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

#### 8.11 **SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement.

An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 **JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.13 **PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

8.14 **JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward CITY, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

8.15 **AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONSULTANT or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 **PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 **PAYABLE INTEREST**

8.17.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONSULTANT waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.18 **INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits \_\_\_\_\_ are incorporated into and made a part of this Agreement.

8.19 **REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.20 **MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, and \_\_\_\_\_, signing by and through its \_\_\_\_\_duly authorized to execute same.

**CITY**

ATTEST:

CITY OF HALLANDALE BEACH

\_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
Renee Crichton, CITY Manager

Approved as to legal sufficiency and form by  
CITY ATTORNEY

\_\_\_\_\_  
V. Lynn Whitfield

CONSULTANT MUST EXECUTE THIS AGREEMENT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Agreement, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

**CONSULTANT**

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
(Signature and Title)

(Corporate Seal)

\_\_\_\_\_  
(Type Name and Title Signed Above)

\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

(If not incorporated sign below).

**CONSULTANT**

WITNESSES:

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRESIDENT OR VICE-PRESIDENT)

\_\_\_\_\_  
(PRINT NAME)

**NOTARY SEAL**