

**AGREEMENT FOR
STATE LEGISLATIVE AND EXECUTIVE BRANCH REPRESENTATIVE
SERVICES**

THIS AGREEMENT, made this ____ day of _____ 2021, is by and between the City of Fort Lauderdale, a Florida municipality, (“City”), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and Ericks Consultants, Inc., a Florida corporation (“Contractor”), whose address and phone number are 124 W. Jefferson Street, Tallahassee, Florida 32301, Phone: 786-247-8716, Email: jared@cccfla.com, (collectively, “Parties”).

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Contractor shall provide to the City state legislative and executive branch representative services (the “Work”), and the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) Solicitation No. 12519-711, State Legislative and Executive Branch Representative Services, including any and all addenda, prepared by the City of Fort Lauderdale, (“RFQ” or “Exhibit A”);
- (2) The Contractor’s response to the RFQ, dated June 11, 2021, (“Exhibit B”);
- (3) The Contractor’s cost proposal dated August 9, 2021, (“Exhibit C”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated _____, 2021, and any attachments
- B. Second, Exhibit A
- C. Third, Exhibit C
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor’s obligations

and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the Work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on October 1, 2021, and shall end on September 30, 2024. The City reserves the right to extend the contract for three additional one-year terms, providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit C. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

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 that 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.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor 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.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement 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.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or

otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the Work, that Contractor and its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. 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 Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's 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, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, 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 law, 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 law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. 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.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2021), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, 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 contractor, 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 (2021), as may be amended or revised, 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.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's 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 Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. 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. In addition, Contractor shall not subcontract any portion of the Work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance,

by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor 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.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor'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.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

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

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

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

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-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.

R. Compliance With Laws

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

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an

amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2021), as may be amended or revised.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. 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 Mayor and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. 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.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor 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.

Y. 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.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2021), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2021), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2021), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2021), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2021), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2021), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this section VI.DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, to include all of the requirements of this section VI.DD. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2021), as may be amended or revised.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:

Assistant City Attorney

WITNESSES:

ERICKS CONSULTANTS, INC.

Signature

By: _____
Davis Ericks, President

Print Name

Signature

Print Name

(CORPORATE SEAL)

ATTEST:

Print Name:
Title:

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2021, by David Ericks as President for Ericks Consultants, Inc., a Florida corporation.

(Signature of Notary Public – State of Florida)

Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

Solicitation 12519-711

State Legislative and Executive Branch Representative Services

Bid Designation: Public



City of Fort Lauderdale

Bid 12519-711

State Legislative and Executive Branch Representative Services

Bid Number **12519-711**
 Bid Title **State Legislative and Executive Branch Representative Services**

Bid Start Date **May 7, 2021 10:13:41 AM EDT**
 Bid End Date **Jun 11, 2021 2:00:00 PM EDT**
 Question & Answer End Date **Jun 3, 2021 5:00:00 PM EDT**

Bid Contact **Erin M Saey**
Procurement Specialist
Finance
954-828-5073
esaey@fortlauderdale.gov

Contract Duration **3 years**
 Contract Renewal **3 annual renewals**
 Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, Florida (City) is soliciting State Legislative and Executive Branch Representative Services of experienced and qualified firm(s) to provide a full range of professional representation services with respect to all matters contained with the City's state Legislative Program, and other issues or projects as assigned by the Contract Administrator or designee, in accordance with the terms, conditions, and specifications contained in this Request for Qualifications (RFQ).**

BID OPENING: Join ZoomGov Meeting - BEST IF USED IN CHROME, EDGE OR DIRECTLY IN ZOOM APP .

When: May 25th, 2021 at 2:00PM Eastern Standard Time

Join ZoomGov Meeting

<https://fortlauderdale.zoomgov.com/j/1608330812?pwd=NUIiWHpNTjdtK2NVSmVEShdRR2ltdz09>

Meeting ID: 160 833 0812
Password: 929117

JOIN BY TELEPHONE
US: +1 669 254 5252 or +1 646 828 7666 or +1 669 216 1590 or +1 551 285 1373

For additional information go to www.BidSync.com.

Added on May 7, 2021:

New Bid Opening Date:

BID OPENING: Join ZoomGov Meeting - BEST IF USED IN CHROME, EDGE OR DIRECTLY IN ZOOM APP .

When: JUNE 11th , 2021 at 2:00PM Eastern Standard Time

Join ZoomGov Meeting

<https://fortlauderdale.zoomgov.com/j/1608330812?pwd=NULiWHpNTjdtK2NVSmVEShdRR2ltdz09>

Meeting ID: 160 833 0812

Password: 929117

JOIN BY TELEPHONE

US: +1 669 254 5252 or +1 646 828 7666 or +1 669 216 1590 or +1 551 285 1373

For additional information go to www.BidSync.com.

Addendum # 1

Previous End Date	May 25, 2021 2:00:00 PM EDT	New End Date	Jun 11, 2021 2:00:00 PM EDT
Previous Q & A End Date	May 18, 2021 7:00:00 AM EDT	New Q & A End Date	Jun 3, 2021 5:00:00 PM EDT

Item Response Form

Item **12519-711--01-01 - State Legislative and Executive Branch Representative Services**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Fort Lauderdale**
No Location Specified

Qty 1

Description

The City of Fort Lauderdale, Florida (City) is soliciting State Legislative and Executive Branch Representative Services of experienced and qualified firm(s) to provide a full range of professional representation services with respect to all matters contained with the City's state Legislative Program, and other issues or projects as assigned by the Contract Administrator or designee, in accordance with the terms, conditions, and specifications contained in this Request for Qualifications (RFQ).

City of Fort Lauderdale
State Legislative and Executive Branch Representative Services
RFQ # 12519-711

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is soliciting State Legislative and Executive Branch Representative Services of experienced and qualified firm(s) to provide a full range of professional representation services with respect to all matters contained with the City's state Legislative Program, and other issues or projects as assigned by the Contract Administrator or designee, in accordance with the terms, conditions, and specifications contained in this Request for Qualifications (RFQ).

1.2 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.3 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the question and Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

1.4 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist **Erin Saey** at (954) 828-5073 or email at esaey@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFQ Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFQ.

1.5 Pre-proposal Conference and Site Visit (N/A)

There will not be a pre-bid conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.6 Vendor Questions

Any questions concerning the instructions, specifications, or requirements of this solicitation shall be directed in writing to the Finance Department by the deadline listed in the solicitation. Vendors should submit questions regarding this solicitation through the "Q&A" section on BidSync. Questions will be routed to the Procurement Specialist for review; answers will be posted through BidSync or through an addendum issued through BidSync. No interpretation(s) shall be considered binding unless provided to all Vendors in writing.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFQ General Conditions (Form G-107, Rev. 02/20) are included and made a part of this RFQ.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFQ. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFQ.

2.5 Pricing/Delivery- N/A

2.6 Price Validity- N/A

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

2.8 Related Expenses/Travel Expenses- N/A

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement

acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The consultant shall examine this RFQ carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.11 Acceptance of Proposals / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.11.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.12 Modification of Services

2.23.1 While this contract is for services provided to the department referenced in this RFQ, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.23.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFQ, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.23.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other Consultants, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.23.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 No Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

Proposers shall be in the business of State Legislative and Executive Branch Representative Services and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.17.1 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.17.2 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.3 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.17.4 Firm and those performing the work must be appropriately licensed and registered in the State of Florida.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Conflicts of Interests

In providing services to the City, a selected firm may not have any personal financial interest, direct or indirect, with any member of the City Commission or any city employee. In addition, the firm may not represent any client whose interest is currently adverse to the interests of City. If, during the term of the agreement with the City, the firm determines that a client it represents has or may potentially have an interest adverse to the interest of City, or firm is notified by the Contract Administrator of an existing or potential adverse interest with a client of the firm, then firm must disclose such conflicting interest as required in the agreement. Additionally, before proposing, advocating, or otherwise advancing any legislation, administrative rule, regulation, or policy on behalf of a client, where such legislation, rule, regulation, or policy may potentially impact City and its operations, the firm must disclose the representation and provide a copy of the legislation, administrative rule, regulation, or policy to the Contract Administrator.

In addition, the firm must not lobby the Legislature, Governor, or Cabinet on behalf of any municipal government, individual, or other organization, or be employed or retained by any municipal government, individual, or other organization, or to hire any sub-consultant or subordinate to lobby any annexation related matter which is in conflict with City's policy on annexation as adopted by the Board, or as otherwise contained in the Board's annual legislative program.

Furthermore, the firm must, if any conflict of interest arises, disclose, in writing, such interest to City within three (3) days from the date the conflict arises. Such written disclosure shall provide sufficient information concerning the firm's conflict including, but not limited to, name of the client presenting the conflicting position, the nature of the conflict, and the extent to which the firm is unable to provide services to the City. Identify whether the interested firm can or cannot agree to this prohibition.

2.20 Local Business Preference

2.20.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFQ, as applicable to the local business preference class claimed at the time of Proposal submittal:

2.20.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.20.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.20.4 The complete local business preference ordinance may be found on the City's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH_2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

2.20.5 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.21 Disadvantaged Business Enterprise Preference

2.21.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Proposal submittal:

2.21.2 Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri- County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.21.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

2.21.4 The complete disadvantaged business preference ordinance may be found on the City's web site at the following link:

<https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

2.21.5 Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

2.22 Protest Procedure

2.22.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.22.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.23 Public Entity Crimes

Proposer, by submitting a proposal, certifies that neither the proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on

a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.24 Subcontractors

2.24.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.24.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.24.3 Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.25 Proposal Security- N/A

2.26 Payment and Performance Bond- N/A

2.27 Insurance Requirements

2.27.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

2.27.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended

to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.27.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.27.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.

- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
 Procurement Services Division
 100 N. Andrews Avenue
 Fort Lauderdale, FL 33301

- 2.27.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.27.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.27.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.27.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.27.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

2.27.10 The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

2.27.11 It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.28 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

2.29 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.30 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.31 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.32 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.32.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.32.2 The excuse of performance is of no greater scope and of no longer duration than is required

by the Force Majeure;

2.32.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.32.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.33 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.34 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.35 Manufacturer/Brand/Model Specific Request- N/A

2.36 Contract Period

The initial contract term shall commence upon date of award by the City, or July 1, 2021, whichever is later, and shall expire June 30, 2024 three (3) years from that date. The City reserves the right to extend the contract for three (3), additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.37 Cost Adjustments

Prices quoted shall be firm for the initial contract term of three (3) year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

2.38 Service Test Period- N/A

2.39 Contract Administrator

The City may designate a Contract Administrator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.40 Contractor Performance Reviews and Ratings

The City Contract Administrator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.41 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.42 Ownership of Work- N/A**2.43 Condition of Trade-In Equipment- N/A****2.44 Conditions of Trade-In Shipment and Purchase Payment- N/A****2.45 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement (Attachment " ") should be completed and submitted with Proposer's response to this RFQ.

2.46 Service Organization Controls

The Contractor should provide a current SSAE 18, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

2.47 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.48 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Background

The City of Fort Lauderdale is governed by a five (5) member Commission. The Mayor is elected at-large, and each of the four (4) Commissioners is elected by single-member district. All members of the Commission are elected to four (4) year terms. The City operates under a Commission-Manager form of government, with the administrative responsibilities vested with the City Manager. The City Commission appoints the City Manager, City Attorney, City Auditor, and the City Clerk.

Fort Lauderdale is one of the ten largest cities in the State of Florida and serves as the county seat for Broward County. The City has an estimated population of 186,220. Annually, an estimated 12.8 million visitors frequent the City hotels, beaches, convention center, restaurants, marine facilities, and other major attractions found citywide.

The City currently contracts for State Legislative Lobbying services. The annual cost includes all costs to the City, including any travel. This fee includes all regular and special legislative sessions, and all expenses. The current lobbyist meets with the City Commission approximately two (2) times per year.

3.2 General Information/Objective

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as Vendor(s), for the provision of State Legislative and Executive Branch Representative Services to represent the City with the State Government to advocate for the City's interests, and to secure funding with an emphasis on state legislation, before the Florida Legislature, State of Florida administrative agencies, the Florida Governor and Cabinet, Cabinet members, all branches, departments and agencies of the State government. Such services shall include attending state legislative committee hearings and meetings, rulemaking proceedings or other administrative or legislative agency meetings.

The Vendor(s) shall work closely with the City's liaison in the development and ongoing implementation of these programs and shall provide, at a minimum, the following services:

1. Provide a full range of professional representation services and advocacy before the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the state of Florida with respect to all matters contained within City's state legislative program, assigned executive branch projects, and other issues or projects of the City as assigned by the Contract Administrator or designee.
2. Effectively communicate City's state legislative program and issues to members of Legislature, Governor and Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the state of Florida.
3. Upon request, arrange meetings for City Commissioners, City officials and designated city staff, with members and officials of the Legislative and Executive Branch of state government and other entities as necessary, including members of the Legislature in leadership positions, key legislative committee members and staff, and executive branch leaders and key officials within the Governor's Office, Cabinet, and state agencies.
4. Be available on a 24-hour basis during any Regular Session, extended session, or special session, and at other times as requested, to: assist in writing, interpreting, and monitoring legislation, agency rules and regulations; drafting legislation, amendments, proviso language, position papers, and testimony; obtaining documentation and research materials; and securing sponsors for bills, amendments,

resolutions, proviso language and other legislation, as necessary to accomplish City's legislative and executive branch goals.

5. Identify and discuss with City any areas of potential concern or opportunity for obtaining passage of City's legislative priorities, other issues in the state legislative program, assigned executive branch issues or projects assigned to the firm.
6. Attend weekly team strategy meetings, legislative committee meetings, briefings, and hearings, during session and interim committee weeks, and report on all matters assigned; and participate in meetings, conference calls, and provide verbal or written reports to City at other times, as directed by the Contract Administrator or designee.
7. Consult with City Commissioners, City Manager, Contract Administrator, and such other persons designated by the Contract Administrator regarding any legislative or executive matter which may impact the City, and take any necessary action, as determined by the Contract Administrator.
8. Prepare and submit written reports regarding the status of assigned issues and projects, progress made to achieve such matters, including weekly status reports during session and interim committee weeks, an end-of-session report upon the conclusion of any regular or special session; and a report relating to any City legislative or executive branch issue or project assigned.

3.3 State Subject Areas/Issues

Identify the subject areas/issues your firm is most proficient and briefly explain how.

- a. Appropriations
- b. Arts and Culture Issues/Funding
- c. Aviation Issues/Funding
- d. Building Code/Construction/Permitting Issues
- e. City Revenue/Unfunded Mandates
- f. Climate/Water Quality Issues
- g. Criminal/Juvenile Justice Issues
- h. Economic Development/Int'l. Trade Issues
- i. Emergency Management/Disaster Mitigation
- j. Environmental Issues
- k. Finance and Taxation
- l. Home Rule Authority Protection
- m. Housing & Community Development
- n. Human Resources/Employee Benefits/FRS
- o. Local Bills
- p. Local Government Preemption
- q. Parks and Recreation
- r. Public Safety/ Immigration
- s. Public Works-General/Funding
- t. Reapportionment/Redistricting
- u. Solid Waste/Recycling/Water & Wastewater Infrastructure Projects
- v. Telecommunications/E-Commerce
- w. Tourism/Commerce
- x. Transportation Issues & Funding

3.4 Deliverables

1. A written report that summarizes the status of the City's legislative priorities shall be provided within a reasonable time upon the closing of session and a more detailed final written report on specific legislation and new requirements affecting the City shall be provided within a reasonable time period, not to exceed sixty (60) days from the close of session.
2. A brief written weekly report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, and anticipated action during the upcoming week. This should include informational bulletins pertinent to any legislation, rules, or regulations, and other state policies or programs that affect the City and its citizens either directly or indirectly.
3. Provide periodic written reports during the months that the legislature is not in session, on issues of interest or concern to the City. Such information may include, but is not necessarily be limited to, action taken at interim committee meetings, rulemaking hearings, status of studies, appropriated funds, updates from the governor's office and advance notice of proposed legislation.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFQ from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit proposals in accordance with the requirements of this RFQ. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFQ. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFQ. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFQ is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFQ and the Contract to be executed for this RFQ, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFQ purporting to require confidentiality of any portion of the Proposer's response to the RFQ, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFQ constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

4.1.6 By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFQ.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project.

4.2.5 References

Provide at least three references, preferably government agencies, similar in scope as listed in this RFQ. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Major accomplishments and challenges experienced representing said government agency.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms**A. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

B. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

C. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

D. Non-Discrimination Certification Form

This form is to be completed and inserted in this section.

E. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section.

F. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

G. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

H. W-9 for Proposing Firm

This form must be completed and returned with your proposal.

I. Active Status Page from Division of Corporations – Sunbiz.org

Provide PDF of current page with your proposal.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Meetings may be in person or virtual. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct virtual interviews and/or require virtual oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria (below is sample only, must customize for each RFQ)

<u>ABILITY TO MEET OBJECTIVES</u>	
Understanding of City of Fort Lauderdale’s legislative, budgetary, and policy needs as presented in a narrative proposal. This will include the proposed methods to meet those needs. Proposed reports and other correspondences offered as ways to communicate with and report to the Commission and City staff.	40%
<u>QUALIFICATIONS</u>	
Qualification of Firm – Firm’s experience in State Legislative Lobbyist Services to include but not be limited to: demonstrated knowledge of legislative affairs, interpretations of legal and financial implications, legislative policy statements, interpersonal relationships with key legislators, credentials of the firm, including certifications, licenses and experience of staff assigned to this contract.	40%
Past Performance – References, proven success in obtaining appropriations, success in bill drafting and gaining support for the proposed legislation and proven success in protecting and/or advocating clients’ position on proposed legislation.	20%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.

END OF SECTION

REFERENCES

A minimum of three (3) references shall be provided:

1. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

2. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

3. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

4. **Company Name:**

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

5. **Company Name:**

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
 HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
 NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
 ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

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1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the 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. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the 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 exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Title

Name (Printed)

Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

Company Name

Name (Printed)

Signature

Date

Title

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

- 1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- 2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- 3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
- 4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1)
Business Name
is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (2)
Business Name
is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (3)
Business Name
is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
- (4)
Business Name
requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale

(5)
Business Name

Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)
Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

PRINTED NAME

TITLE

SIGNATURE:

DATE:



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

Business Name

(2) is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

Business Name

(3) is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(4) is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Business Name

(5) is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
PRINT NAME SIGNATURE DATE

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder 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.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**):

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>					
<input type="text"/>					

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title

Revised 4/28/2020

Question and Answers for Bid #12519-711 - State Legislative and Executive Branch Representative Services

Overall Bid Questions

There are no questions associated with this bid.

Ericks Consultants, Inc.

Bid Contact **Candice D Ericks**
candice@ericksconsultants.com
Ph 850-224-0880

Address **205 South Adams Street**
Tallahassee, FL 32301

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
12519-711--01-01	State Legislative and Executive Branch Representative Services	Supplier Product Code:	First Offer -	1 / each	Y	Y

Supplier Total **\$0.00**

Ericks Consultants, Inc.

Item: **State Legislative and Executive Branch Representative Services**

Attachments

ECI Response to RFQ12519-711.pdf

Ericks Consultants Inc.

Response to the
City of Fort Lauderdale
RFQ #12519-711
State Legislative and Executive
Branch Representative Services
Due: Jun 11, 2021 2:00 PM



Section 1

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Section 2

Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

It is with great pleasure that Ericks Consultants, Inc. (ECI) submit the following proposal to continue to represent the City of Fort Lauderdale on matters of governmental affairs before the Florida Legislature, Cabinet and Executive Branch agencies. We are a results-driven firm equipped with an in-depth knowledge of Florida government, the City of Fort Lauderdale, and South Florida as a whole. Our firm has been working diligently and successfully as the lead firm of the contract team for the City of Fort Lauderdale since 2012. This experience provides us with a unique understanding of the issues that Fort Lauderdale faces as well as an understanding of new initiatives that the City will undertake. We are excited for the opportunity to continue to meet the City of Fort Lauderdale's current and future goals.

Unlike major corporate firms, we are a boutique firm capable of responding to the City with a powerful yet personal touch. We value our professional reputations and work to provide Fort Lauderdale with a high-level of attention and service. Through our lengthy experience in Florida state government and commitment to high professional standards, we have cultivated a deep understanding and knowledge of Tallahassee and relationships with key decision makers, who trust us with information and influence. As part of your team since 2012, we have provided Fort Lauderdale with this expert knowledge and intimate access as we have successfully navigated both the Legislature and Executive agencies to achieve the City's goals. In doing so, we have gained critical institutional knowledge of Fort Lauderdale itself and a sensitivity to issues Fort Lauderdale cares about. We understand unique local challenges and the need for state funding that goes beyond our trained watch for unfunded mandates and encroachments on home rule that we have continuously provided many other local governments for decades.

We are not only dedicated to Fort Lauderdale on a professional level, but also on a very personal level. We live, work and play in the City of Fort Lauderdale and are as vested in the community's success as much as the local government that represents it. We are extremely engaged in community organizations and networks, keeping us plugged-in to important issues and are held accountable for our service by our family, friends and other residents. Our home is Fort Lauderdale, and we fight throughout the year to protect our resources and quality of life within the City and region. Knowing the demographics, the political landscape, as well as the physical landscape is key, and our team has that insight.

As your advocates and consultants in Tallahassee and back at home in South Florida, our focus will be to continue to use our communication, knowledge, expertise, ability and



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relationships to assist Fort Lauderdale with current priorities, as well as planning and laying the ground work for future goals. Our goal in supporting and advocating on behalf of the City of Fort Lauderdale's priorities will always be to present a strategic, compelling, and focused message that differentiates and positions your legislative needs and appropriations requests.

In our proposal, we demonstrate our specific experience, qualifications, ability, relationships, communication method, and understanding of the City's needs as well as the Legislative process. We provide our hands-on approach to the scope of services, which includes: working with the City to craft legislative goals and build and implement strategies to achieve them; identifying potential issues proactively; leveraging our extensive network of contacts and institutional knowledge of Florida state government for insight and to provide the City with quick access to the right decisionmakers; and providing regular communication- including written reports and updates.

We have successfully provided the full and exact scope of services outlined in Section 3.2 and deliverables outlined in Section 3.4 of RFQ #12519-711 to the City of Fort Lauderdale since 2012. Should we be selected to continue to represent your interests at the State Legislative level, we would continue to:

- 1.** Provide a full range of professional representation services and advocacy before the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the state of Florida with respect to all matters contained within City's state legislative program, assigned projects, and any other issues or projects of the City as assigned by the Contract Administrator or designee.
- 2.** Effectively communicate and educate members of Legislature, Governor and Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the state of Florida on the City's state legislative program and issues.
- 3.** Facilitate meetings between the City and the Legislative and Executive Branch of state government and other entities as necessary, including members of the Legislature in leadership positions, key legislative committee members and staff, and executive branch leaders and key officials within the Governor's Office, Cabinet, and state agencies.
- 4.** Be available on a 24-hour basis during any Regular Session, extended session, or special session, and at other times as requested, to assist with anything necessary to accomplish City's legislative an executive branch goals.
- 5.** Identify and discuss with City any areas of potential concern or opportunity for the City's legislative priorities.
- 6.** Attend all weekly team strategy meetings, legislative committee meetings, briefings, and hearings, during session and interim committee weeks, and report on all matters assigned; as well as participate in all meetings, conference calls, and reports to City as directed by the Contract Administrator or designee.



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7. Consult with City Commissioners, City Manager, Contract Administrator, and such other persons designated by the Contract Administrator regarding any and all legislative or executive matters which may impact the City, and take any necessary action, as determined by the Contract Administrator.
8. Prepare and submit written reports regarding the status of assigned issues and projects, progress made to achieve such matters, including weekly status reports during session and interim committee weeks, an end-of-session report upon the conclusion of any regular or special session; and a report relating to any City legislative or executive branch issue or project assigned.

Our firm is uniquely situated as a Fort Lauderdale-based firm with an extremely active Tallahassee office, equipped to respond to the City's needs. This dual presence allows constant visibility in both the southern and northern regions of the state. Each of our office locations will service the City of Fort Lauderdale for the purposes of this contract. Our South Florida office, located in Downtown Fort Lauderdale, will be considered the main office for dates outside of the Legislative Session. To effectively represent you, our firm relocates to our Tallahassee office conveniently located one block from the Capitol Complex. Please refer to Business Structure located on page 30 for the addresses and contact information of each of our offices and staff members.

Please meet your team from Ericks Consultants, Inc. (ECI)

DAVID ERICKS is founder and President of Ericks Consultants, Inc and works out of our Tallahassee office.

Dave moved to Fort Lauderdale when he was 13 years old and graduated from Stranahan High School. After returning from College at C.W. Post (Long Island University), which he attended on a football scholarship, he took a position as a police officer with the City of Plantation. This eventually transitioned him into the world of Florida politics.

Dave Ericks has been a registered lobbyist in the State of Florida for over 40 years, starting with his representation of the State of Florida Fraternal Order of Police while at the City of Plantation Police Department in 1980. Mr. Ericks was a registered lobbyist for the Broward County Sheriff's Department, the Department of Highway Safety and Motor Vehicles and the 3M Corporation before founding Ericks Consultants, Inc. in 1985. Prior to establishing his own firm, Mr. Ericks was employed by the 3M Corporation as Regional Administrator and Registered Lobbyist in Florida, Mississippi, Louisiana, and Alabama. Mr. Ericks served as Senior Executive Assistant to the Department of Highway Safety and Motor Vehicles, Administrative Assistant to the Broward County Sheriff and served on the City of Plantation Police Force. Mr. Ericks' past experience allowed him the opportunity to work with various police and criminal justice organizations, including the Steering Committee for Constitutional Amendments and the State Law Enforcement Job Task Advisory Committee for the Florida Police Standards and Training Commission. He has also represented



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members statewide as the President of the Fraternal Order of Police. His service in those positions has given him both law enforcement and administrative expertise at the local, county and state levels. Moreover, since establishing Ericks Consultants in 1985, Mr. Ericks has represented a multi-faceted group of clients, giving him a wide array of expertise in multiple subject areas, including the electric and telecommunication utilities, law enforcement, entertainment, healthcare, travel, corrections, solid waste, growth management, automobile, gaming, and transportation industries; as well as in the many diverse issues which face local governments on a day-to-day basis.

Mr. Ericks resides in Tallahassee, FL.

CANDICE ERICKS is a consultant with Ericks Consultants, Inc., based in Fort Lauderdale, Florida. She works out of the Tallahassee office during the Legislative Session and is based in Fort Lauderdale during the interim.

Candice is a government relations professional specializing in Florida state and local government relations. Candice began her lobbying career in 1998 when she joined Ericks Consultants, Inc. She developed and expanded the firm into a successful, multi-regional operation with a diverse book of clients. Over the course of the past two decades, Candice has developed an extensive network of contacts and relationships in the governmental, non-profit, and business communities within Florida. Her hands-on approach within the governmental relations world has enabled her to continuously deliver success for her clients in numerous subject areas. For the last two decades she has worked diligently to grow her family's governmental consulting business, Ericks Consultants, Inc.

Candice currently represents a broad spectrum of clients, ranging from local governments to corporations to nonprofits. Most of her clients are longtime relationships due to her dedication and loyalty to their success in the political world. Her client list not only includes some of the largest corporations within the state, but also includes entities from almost every industry within Florida.

Candice was the first recipient of the Theresa Lintz Memorial Award from the Florida Association for Intergovernmental Relations. This award is significant in that it represents excellence in legislative advocacy on behalf of local governments in Florida and an exemplary commitment to consensus building, professionalism and high ethical standards to better serve our local communities.

Candice is active in many organizations within the local community and throughout the state. She was recently elected as the Chair of the Florida Association of Professional Lobbyists (FAPL), an organization committed to establishing and maintaining high standards for the lobbying profession. She also works actively with the Florida League of Cities, the Broward League of Cities, the Palm Beach League of Cities, the Florida Public Transportation Association, both the Fort Lauderdale and the Florida Chamber of Commerce, the Florida Association of Counties, Associated Industries of Florida, and is a



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recent past President of the Florida Association for Intergovernmental Relations.

Candice also serves as Chair of Broward Days, a non-profit and non-partisan group of people advocating for diverse needs and concerns of Broward County structured under the Broward Delegation. Ultimately, Candice takes every opportunity to work with businesses and local governments to help make the State of Florida the best place to live.

Candice graduated with a Public Relations degree from Florida State University in 1995.

LAUREN JACKSON joined Ericks Consultants in 2012. She works out of the Tallahassee office during the Legislative Session and is based in Fort Lauderdale during the interim.

Lauren is a third generation Fort Lauderdale resident with strong roots in the community. Her grandfather and father both served as Port Everglades Harbor Pilots and were pioneer members of the Port Everglades Association. Her father and his three siblings are graduates of Southside Elementary and Stranahan High School. Her grandmother spent her career as a librarian at Rogers Middle School.

Lauren served on Senator Ellyn Bogdanoff's staff as her Broward County coordinator as well as the Legislative Aide to Representative Evan Jenne, who served as the House Minority Whip and Chair of the Broward County Legislative Delegation during her time as staff. As a result, she came to her current position with a working knowledge of both Chambers and with relationships on both sides of the aisle with a focus to Broward County.

Lauren began her career in the political world serving as a legislative assistant for National Strategies in Tallahassee, a legislative intern for Dutko Poole McKinley in Tallahassee, and a fundraising intern for Congressman Jim Matheson in Salt Lake City. Prior to entering the government relations sphere, Lauren worked for Youngs Market Company of Utah, overseeing a four-state advertising program.

She is a graduate of the University of Utah with a Bachelor of Arts in Political Science and a minor in Campaign Management. She is additionally a graduate of the Women's Campaign School at Yale University.



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Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

ECI has been representing public and corporate entities before the Florida State Legislature and Executive Agencies for over 33 years. Our team members have nearly a century of combined governmental consulting experience. This affords us many examples of past projects similar in size and scope to Fort Lauderdale. As current members of the City of Fort Lauderdale's state lobbying team, we also demonstrate real results specific to the City and our experience with all issues the State Subject Areas/Issues laid forth in Section 3.3 of RFQ #12519-711.

As the lead firm on the City of Fort Lauderdale's team since 2012, ECI has worked on issues ranging from appropriations, environmental regulation, homelessness, infrastructure needs, vacation rentals, parks, fuel terminals, anchoring & mooring, micromobility, CRAs, turtle regulations, street lighting, sidewalk widening, aviation, and more. In recent years, ECI successfully assisted the city in defeating a number of preemptions including: protecting its Vacation Rentals ordinance each year, obtaining an exemption to the anchoring and mooring preemption in 2016 (HB 1051), and ensuring the City's suggestions were incorporated into micromobility and electric scooter legislation in 2019 (HB 453). In 2015, we helped the City obtain land through the Florida Communities Trust for sidewalk widening through our relationship with the Department of Environmental Protection (DEP). In 2020, we facilitated City meetings with DEP and key Legislators following the City's infrastructure challenges. In the past five years, our team has successfully secured nearly \$4 million in funding for the city in budgets passed by the Legislature. However, a portion of the projects were included in veto messages.

We act as not only a "go-to" firm for the City to access contacts in various agencies, the agencies also identify us with Fort Lauderdale and reach out to us specifically on matters related to the City. This has allowed the City to expand its relationships, work proactively, and ensure the state has the correct information. The City has been able to take advantage of our extensive contacts and strong relationships with relevant agencies for quick resolutions to issues. Additionally, our personal knowledge of the City and institutional knowledge of issues allows us to quickly identify issues of import before or as they arise. Whether rulemaking on turtle lighting or new grant opportunities, we have been able to



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provide timely and useful information on developments as they occur. As your advocates in recent years, our hands-on experience has also enabled us to provide insight to help navigate the City through an environmental and a public health crisis.

The successes described below demonstrate our team's capability in meeting time and budget requirements all while achieving positive results. Our experience is vast and varied, therefore the provided projects are by no means a comprehensive list of our successes. We are happy to provide additional examples if needed.

Past Projects

Appropriations

Over the years, we have also successfully secured millions of dollars in state funding for local appropriations requests for our clients in a budget process that is increasingly competitive. Our team members helped craft a business case to distinguish each request, secured sponsors, coordinated required forms, educated individual members of the relevant appropriations subcommittees and committees, fiercely guarded and advocated during the budget conference process, and worked with the Governor's staff during the veto process. Below are listed some of our successes.

On behalf of the City of Fort Lauderdale, our team successfully secured:

- \$750,000 Fort Lauderdale Dorsey-Riverbend Stormwater Improvement in FY 21-22
- \$250,000 Homeless Collaborative of Broward County (requested through City of Fort Lauderdale) in FY 19-20
- \$400,000 for the City of Fort Lauderdale Rapid Rehousing in FY 17-18
- \$500,000 for Fort Lauderdale's Rapid Rehousing initiative in FY 16-17
- \$150,000 for Fort Lauderdale Dredging Maintenance in FY 14-15
- \$700,000 for the Fort Lauderdale Southeast Neighborhood Tidal Valve and Stormwater Upgrade in FY 14-15
- \$47,000 in non-recurring funding for an additional law enforcement operation to fight the distribution of designer drugs for the City of Fort Lauderdale in FY 14-15

We were able to secure the following project in the final budgets passed by the Legislature, however they were ultimately included in the Governor's line-item veto:

- \$250,000 Fort Lauderdale Dorsey-Riverbend Stormwater Improvements in FY 20-21
- \$800,000 for Fort Lauderdale's Rapid Rehousing initiative in FY 15-16

Below is a list of some of our additional appropriations successes for our clients:

FY 2021-22

- \$400,000 Seminole County Hope & Healing Center (Opioid/Addiction Recovery Partnership)



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\$114,480 Broward Sheriff's Office Crime Cases Backlog Reduction
 \$125,000 City of Pembroke Pines License Plate Reader (LPR) Technology
 \$100,000 Coconut Creek Hillsboro Water Storage Tank Rehabilitation
 \$750,000 Fort Lauderdale Dorsey-Riverbend Stormwater Improvement
 \$200,000 Pembroke Pines Seepage Management Stormwater Pump Station
 \$200,000 Plantation Special Needs Park
 \$400,000 Coral Springs Public Safety/Public Works Building Hardening Project
 We additionally assisted on obtaining \$406,624 for Broward Health's Integrated Medication Assisted Treatment Response (iMATR) project but we were not primary.

FY 2020-2021:

\$100,000 Helping Abused Neglected Disadvantaged Youth, Inc. (HANDY) - Scholars Program*
 \$400,000 Seminole County Hope & Healing Center (Opioid/Addiction Recovery Partnership)
 \$250,000 Broward County Sheriff's Office - Cold Cases and Property Crime Backlog Reduction*
 \$500,000 Broward County Sheriff's Office Real-Time Crime Center Expansion*
 \$136,387 Community Court Program - City of Fort Lauderdale*
 \$100,000 Parkland Stormwater Quality Improvement Project*
 \$250,000 Lauderdale-By-The-Sea Septic to Sewer *
 \$100,000 Coconut Creek Hillsboro Water Storage Tank *
 \$250,000 Fort Lauderdale Dorsey-Riverbend Stormwater Improvements *
 \$100,000 Coral Springs Parks & Recreation Security Initiatives*
 \$250,000 Plantation - Special Needs Playground Equipment*
 \$288,000 Pembroke Pines Senior Transportation*
 \$900,000 Pembroke Road Extension - Pembroke Pines *
 \$100,000 Bergeron Rodeo Grounds Improvements - Davie*
 \$250,000 Coral Springs - Westside Facility Hardening Project*

*These projects were included in the final budget but unfortunately included in Governor DeSantis' historic "Red Wedding" veto of \$1 Billion necessitated by the COVID-19 pandemic.

FY 2019-2020:

Successfully advocated for increased arts funding resulting in modest increase to Coral Springs Museum of Art and Performing Arts Center funding.
 \$250,000 Homeless Collaborative of Broward County (requested through City of Fort Lauderdale)
 \$500,000 for the City of Pembroke Pines Firestation #69 renovation project*
 \$288,000 - City of Pembroke Pines Senior Transportation Program*

FY 2017-18

\$1.5 million for the Biscayne Bay Coastal Wetlands Project
 \$150,000 for HANDY College Assistance Program



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\$500,000 RESTORE Program in Palm Beach County
 \$500,000 Opioid Abuse Pilot Program in Palm Beach County
 \$400,000 for the City of Fort Lauderdale Rapid Rehousing
 \$250,000 for an Inclusive Playground in the City of Pembroke Pines
 \$600,000 for a Fire Training Facility in the City of Pembroke Pines
 \$1.5 million for the City of Plantation Fire Station #1

We secured the following projects in the final budget passed by the Legislature, however these projects were unfortunately included in the Governor's over \$400 million line-item veto.

\$150,000 for Wastewater Conveyance in City of Coconut Creek
 \$750,000 for Westside Facility Hardening in the City of Coral Springs
 \$300,000 for University Drive Resurfacing in the City of Coral Springs
 \$220,000 for Davie Downtown Road Improvements in the Town of Davie
 \$218, 181 for the Senior Transportation Program in the City of Pembroke Pines
 \$200,000 for Creation Station Library Project for Palm Beach County

FY 2016-17:

\$500,000 for Fort Lauderdale's Rapid Rehousing initiative
 \$75,000 for water quality improvements in the City of Coral Springs
 \$250,000 for the City of North Lauderdale Automatic Meter Reading system
 \$100,000 for Veterans Home renovation in Pembroke Pines
 \$100,000 for Bergeron Rodeo Arena Refurbishment in the Town of Davie
 \$575,000 for the Jerome Golden Center in Palm Beach County (last phase of three phases)

We secured the following projects in the final budget passed by the Legislature and sent to the Governor, however the projects were included in the Governor's veto \$250 million in local projects across the State:

\$100,000 for the Coconut Creek Wastewater Pipe Rehabilitation Project
 \$100,000 for the Coral Springs Stormwater Improvements at Corporate Park
 \$300,000 for City of Coral Springs University Drive Resurfacing
 \$300,000 for City of Coral Springs Aquatic Complex Pool Refurbishment
 \$500,000 for the Fort Lauderdale River Oaks Preserve in 2016
 \$500,000 for the Fort Lauderdale Stormwater Drainage Program in 2016
 \$100,000 for North Lauderdale Street Lights
 \$100,000 for North Lauderdale Sidewalk Replacement
 \$200,000 for North Lauderdale Street Resurfacing/Kimberly Boulevard
 \$40,000 for North Lauderdale Security Cameras
 \$70,000 for North Lauderdale City Hall Roof
 \$50,000 for Emergency Operations Center - Permanent Generator for Lift Station - City of Plantation

FY 2015-16:

\$575,000 for the Jerome Golden Center in Palm Beach County (second of three phases)



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\$250,000 for Veterans Home Renovations for the City of Pembroke Pines
 \$130,000 for Stormwater Improvement in the City of Coral Springs

We secured the following projects in the final budget passed by the Legislature, however the projects were included in the Governor's veto of a record \$470 million in local projects across the State:

\$1 million for the Fort Lauderdale/Hollywood International Airport Terminal
 \$800,000 for the City of Fort Lauderdale's Rapid Rehousing Program
 \$500,000 for the City of Coconut Creek's Reclaimed Water Extension project
 \$500,000 for the City of North Lauderdale's Sanitary Sewer Rehabilitation project
 \$500,000 for the City of North Lauderdale's 17th Street Reconstruction project
 \$350,000 for the City of North Lauderdale's Street Resurfacing project
 \$250,000 for the City of Coral Springs' University Drive Resurfacing project
 \$250,000 for the City of Fort Lauderdale's Juvenile Justice Program
 \$100,000 for upgrades for the Town of Davie's Bergeron Rodeo Grounds

FY 2014- 2015:

\$200,000 for mental health and substance abuse pilot project in Jerome Golden Center in Palm Beach County (first of three phases)

A total of \$225,000 in water projects funding for the City of Coconut Creek.

A total of \$115,000 in water projects funding and \$250,000 in funding for the Safety Town program for the City of Coral Springs.

\$500,000 in a Cultural Facilities Grant for the Broward Center for the Performing Arts
 ECI was also an instrumental part of a \$10 million appropriation to the building of Quiet Zones along the FEC corridors on behalf of Palm Beach County and other local governments.

\$150,000 for Fort Lauderdale Dredging Maintenance

\$700,000 for the Fort Lauderdale Southeast Neighborhood Tidal Valve and Stormwater Upgrade

\$47,000 in non-recurring funding for an additional law enforcement operation to fight the distribution of designer drugs for the City of Fort Lauderdale

Charter Schools: ECI was instrumental in obtaining increases in charter school capital outlay each year on behalf of the City of Pembroke Pines and City of Coral Springs, which both own high-performing charter school systems. This was initially a difficult uphill battle over the years, which has now gained support and secured funding for the charter school efforts.

2001- Increased from \$20 million to \$27.7 million

2006- Increased from \$27.7 million to \$53 million

2007- \$54 million plus

2008- \$54 million plus

2010- Over \$56 million



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2011- \$55 million appropriated with additional money for high performing charter school systems

2012- Over \$55 million

2013- \$91 million

2014- \$75 million

From 2015 on, the Legislature has made a number of changes to the charter school capital outlay formula that we have worked with Legislators, committee staff, and the Department of Education to assess the impact of, communicate concerns with, and mitigate negative budget strains. Current allocations are based on a formula that triggers sharing of local millage should the capital outlay fund fall below a certain amount.

Earlier Experience:

In 2013, we aided Palm Beach County \$100,000 appropriation for the Scripps Research Institute for the Nicotine Addiction Drug Treatment Evaluation Grant Program and successfully advocated for \$10 million in a Seaport Investment Program and \$241 million in Seaport Grants. We also secured \$4,537,088 for the Seminole County Sheriff's Office for Child Protective Investigations, an approximately \$1 million increase over a \$3,443,114 appropriation we secured for the same client the year before.

In 2010, we secured \$1 million for the South Florida Regional Transportation Authority for dispatch operations for the South Florida corridor in 2010.

In 2009, our team was instrumental in having the Legislature appropriate \$15 million for 5 years for South Florida Regional Transportation Authority service to keep 50 trains in operation.

In 2008, we secured \$225,000 into the budget for wastewater improvements for the Town of Davie and \$500,000 for the Fire Training Simulator Tower for the City of Coral Springs.

In 2007, we secured \$230,000 to upgrade the City of Plantation's Emergency Standby Power at the City's Regional Wastewater Plant.

We also secured a \$7 million dollar appropriation for the City of Plantation's golf course.

Transportation

Our team is very experienced in advocating for transportation issues and project funding for local governments in South Florida. We enjoy close working relationships with the Florida Department of Transportation at both the state level, as well as with our local District 4. Members of our team work with the Broward MPO, the South Florida Regional Transportation Authority, and private transportation entities in addition to local governments. We are also active in the Florida Public Transportation Association. We stay abreast of transportation issues affecting the state, attending numerous transportation forums, workshops, and conferences, including every annual City hosted summit. We monitor state funding of the Five-Year Work Program. We routinely monitor key public



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hearings, MPO meetings, Florida Transportation Commission meetings, and Southeast Florida Transportation Executive Committee (SEFTEC) meetings. Candice is a regular participant with a collaborative of transportation power players, termed the Transportation Advocacy Group. As past President of the Florida Association of Intergovernmental Relations, Candice recruited former FDOT Secretaries, the Ports Council, the MPOAC, and others to join the organization and participate in weekly meetings where their expert insight benefits local government advocacy.

As residents and active members of the community, we are especially familiar with the current and emerging transportation issues affecting the City of Fort Lauderdale. We not only attend the City's annual summit, but we are also active in transportation conversations with organizations such as the Chamber, the Broward Workshop, and the Greater Fort Lauderdale Alliance. Candice and Lauren co-chair the Transportation Subcommittee for the Greater Fort Lauderdale Chamber of Commerce Government Affairs Committee. Lauren participated on the Transportation issues committee for the South Florida Business Council. We are also active members of the Conference of Minority Transportation Officials- Fort Lauderdale Chapter. We acutely understand the challenges (such as population growth, congestion, and active waterways) and the need to think-outside-the-box.

As we saw with the WAVE streetcar, technology and mobility is constantly changing. We have continually been engaged in all policy discussions around emerging technologies and transportation trends. We have worked on issues directly dealing with Autonomous Vehicles, Electric Vehicles and charging infrastructure, TNCs, micromobility, and dockless bicycles. We've attended the annual FDOT Automated Vehicle Summit since its inception as well as all Autonomous Florida (Florida Chamber of Commerce) webinars, calls, and events. We covered Automated, Connected, Electric and Shared-use (ACES) subcommittee meetings which contributed to the state's Long-Range Transportation Plan. We participated in the Florida Department of Agriculture and Consumer Services EV Roadmap development and monitored the FDOT EV Infrastructure Masterplan development. We regularly schedule, facilitate and attend meetings with the Secretary of the Department of Transportation and his Chief of Staff with the City Manager to discuss challenges, issues and priorities. Most recently we scheduled and attended a virtual meeting with the Secretary and City Manager on constructing innovative tunnels within our City.

Below are a few examples of our experience:

Micromobility: In 2019, a state proposal would have preempted all local ordinances regulating the presence of electric-powered, shared scooters on municipal roads, sidewalks, and trails. Our firm worked with the City of Fort Lauderdale to ensure common-sense local controls were available. During initial committee hearings, both the House and Senate bills contained complete preemptions. The House sponsor had taken issue with practices in some local governments. At the time, the City was one of the first to implement



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such a program, and we offered the City's experience for her to use as a resource. We facilitated meetings in Tallahassee for the Mayor and City Manager. The City gained the House sponsor's trust and was able to show the need for reasonable local regulations. She amended her bill to include the City's recommendation to allow local control in high pedestrian traffic areas. The Senate removed all preemption language in negotiations with the Florida League of Cities. However, negotiations in the House were stagnant and fragile outside of our advocacy and Fort Lauderdale's work. Our efforts ultimately enabled us to keep and increase the element of local control in both packages until it was certain that the Senate language would prevail.

In 2018, we were part of a successful coalition that stopped the passage of a vendor-driven preemption on dockless bicycle companies. The preemption would have originally prohibited local governments from: limiting entry to operations; requiring businesses licenses or minimum insurance; and more. Our coalition was able to show the consequences preemption had in other areas of the country and expose the true factors behind the initiative. We also worked with the Senate sponsor to educate her on negative impacts. After losing support, the bill was amended to compromise with local governments by only prohibiting them from banning their entry. The bill was ultimately stopped by the Senate.

Aviation: Our firm is active in aviation issues as both members of Fort Lauderdale's lobby team and as lead on all Fort Lauderdale/Hollywood Int'l Airport (FLL) issues for Broward County. We work closely with the Florida Airports Council throughout each Session on issues ranging from unfunded mandates, aviation fuel tax, peer-to-peer car sharing/ TNCs, FDOT funding programs, and more. We notify the City and track all legislation that potentially impacts FXE. In 2021, our firm's efforts led to the successful passage of a legislative fix carving airports out of a conflict-of-interest prohibition related to CEI services after winning a commitment from the sponsor in 2020. We also advocated for and secured both Aviation Grant Fund and FIS funding for FLL in order to keep up with rapidly growing demands that were exceeding the pace of the Five Year Work Program.

Complete Streets: In 2014, our team successfully navigated the State's permitting process between the Florida Department of Transportation (FDOT) and Florida Department of Environmental Protection (FDEP) to allow the City of Fort Lauderdale to expand a sidewalk along A1A to increase pedestrian safety and further the City's "Complete Streets" initiatives. The process was particularly complicated by turtle nesting and location of sand dunes, however we successfully brought all parties together and brokered a comfortable agreement which resulted in the City's ability to serve its citizens transportation needs. This project took the entire team's due diligence in working with both agencies to get the desired result for the City.



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Turnpike Revenues In 2017, we were successful in extending an expiring statute that provides a critical revenue source for the Tri-Counties (Palm Beach, Broward, and Miami-Dade). Upon learning that a statute entitling the counties to 90% of turnpike toll revenues attributable to users within the Tri-County area to fund their transportation work programs would expire that year, our team coordinated a meeting between the government relations staff from each of the the Tri-counties. We helped them to agree on the length of extension of the statute, identify potential vehicles, and develop a strategy. We worked closely with Legislators and helped identify amendment sponsors, file the amendment language and ensure adoption of the language onto multiple packages. We ensured key Leadership knew of the importance of the language and its need for passage. We worked closely with Sen. Brandes, the DOT Secretary and legislative affairs staff as well as the Governor's office, who ultimately signed into law.

South Florida Regional Transportation Authority: ECI has represented SFRTA since before its inception, playing an instrumental role in passing its enacting legislation. Early on, ECI was instrumental in passing major legislation that gave the Authority discretionary bonding and ability to receive matching funds should counties provide a local option funding source. In a 2009 Special Session, we were successful in securing \$15 million annually for five years to to close the gap needed to run a full complement of 50 trains. This funding was critical during a time of reduced local revenues. We secured an additional \$1 million in 2010 in spite of a budget shortfall of over \$4 billion. In 2012, we successfully defended SFRTA against a Department of Transportation (FDOT) attempt to dramatically alter its board to only Governor-appointed positions and the ability to privatize the agency. ECI met with committee members and successfully refuted the agency's assessment, incentivizing the agency to work out a compromise with SFRTA. Passing the compromise required a complicated legislative strategy that was successfully implemented in multiple committee meetings on multiple legislative vehicles, floor support and passage. Ultimately, HB 599 was signed by the Governor. This successful effort demonstrated ECI's ability to lead a coordinated team of impacted local governments, including SFRTA, Broward, Miami-Dade and Palm Beach Counties. Further in 2012, we successfully led a team to protect the SFRTA's base budget funding for commuter rail transportation.

In 2017, our firm was lead for SFRTA in a successful team effort with Brightline (All Aboard Florida) to ensure passage of HB 695. The bill allowed SFRTA to indemnify All Aboard Florida and the FEC for liability insurance purposes regarding use of the rail line. Our team overcame major obstacles, including the sudden resignation of our Senate sponsor mid-way through. The same year, simultaneously defeated aggressive attacks on SFRTA's budget authority, which was included in the Governor's budget recommendations, the DOT package, and budget proviso. We worked with stakeholders to negotiate a compromise, which we then amended into multiple vehicles.

In 2018, SFRTA explored ways to help trains more quickly get back up and moving after accidents. The Florida Uniform Traffic Control law required law enforcement to interview all



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passengers on the train in their crash report forms, even if all relevant witnesses had been interviewed, which caused significant delays. Our team worked on their behalf to develop and move SB 1482 through two Senate committees. We were eventually successful in 2019, working with Rep. LaMarca and Sen. Hutson to pass HB 341.

In addition to our Legislative work, Candice and Lauren also regularly help coordinate letters of support for SFRTA's federal grant requests. This includes a Federal Rail Administration grant to fund required Positive Train Control (PTC) technology. We obtained letters from key Broward County Delegation members, local government leaders and other entities, including the BMPO to help in this request, for which USDOT ultimately awarded \$31.63 million in funding to SFRTA.

Autonomous Vehicles: Candice has worked for JM Family Enterprises for over 15 years, working successfully on issues related to emerging vehicle technologies, such as autonomous vehicles, electric vehicles, connected vehicles, dealer franchises, and legislation impacting data collection and use. One example, in 2019, Candice and Lauren worked on behalf of JM Family Enterprises to ensure that autonomous vehicles legislation was written in a manner that could be implemented practically without prohibiting advancements in vehicle safety technology. HB 311, a key update to the State's autonomous vehicle statutes, would have unintentionally prohibited vehicles that were not fully autonomous but were equipped with autonomous technology (such as a human-driven vehicle automatically stopping when sensing an object.) We worked with both sponsors to amend the bill during committees. We then monitored every iteration of the bill throughout Session, eventually catching another unintentional drafting error in an amendment that we were able to fix. The bill passed with our amended language.

Broward Metropolitan Planning Organization: Candice and Lauren serve on the state advocacy team for the BMPO. During the 2018 Legislative Session, we blocked efforts to restrict the number of voting members allowed on MPO boards according to population and impose term-limits. Our immediate attention to the issue and strong relationship with the bill sponsor enabled us to narrow the language to only impact MPOs in regions below a certain population threshold. As the language appeared later in the Session in the form of an amendment, new issues arose with municipal representation and setting term-limits for board members. The term-limit language posed a significant problem to the Broward MPO as it could have led to a sudden removal of critical board members. Again, we negotiated with the sponsor and alerted the MPOAC as well as representatives of MPOs throughout the state to the issue. We ultimately were able to compromise on language that ensured local control over term-limits and removed the geographical restrictions. The compromise language was amended into a transportation omnibus package that failed to pass in the final hours of the Legislative Session, but it did not contain its original negative impacts to our client. Through this experience, Candice and Lauren learned that MPOs across the state have a strained relationship with their local Legislative Delegations. Our team



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members have helped foster a greater understanding of the vital role and challenges of the BMPO with the Broward Legislative Delegation and state lawmakers. This includes helping set up and ensure attendance to a successful Delegation workshop in late 2019. We have continued fostering relationships beyond our Delegation, including with the current Secretary of FDOT, Kevin Thibault, as well as his chief of staff and his legislative affairs team.

Quiet Zones: Towards the end of the 2014 Legislative Session, we were key on behalf of Palm Beach County and other local governments in securing \$10 million statewide to help match local funds for quiet zone construction along the FEC corridor.

Commerce & Tourism

Our team understands the resources that it takes to support the thriving tourism industry, business community, and quality of life Fort Lauderdale is recognized for nationally. Since the expansion of the Port and Airport, our City has become more competitive in international trade and travel. Fort Lauderdale has become a place where businesses want to expand, invest and relocate to. We have successfully worked on legislation and funding on issues ranging from boating, CRAs, TDC and Visit Florida funding, vacation rentals, beaches, the environment, cultural arts, enterprise zones, public private partnerships, aviation, and seaports. We have intimate knowledge of the programs that drive tourism in our region and understand the industry challenges and intergovernmental friction that occurs in relation to these programs. Due to our strong relationship with the President/CEO of Visit Florida, we act as a reliable point-of-contact for Visit Florida on matters related to the City of Fort Lauderdale and the South Florida region. We've worked on behalf of the City to support continued funding for Visit Florida and for tourism. We enjoy excellent relationships with Enterprise Florida and Department of Economic Opportunity leadership and staff.

Below are a few examples of our experience:

COVID-19: Most of the time, as soon as we return from Tallahassee, we put all of our energy into legislative reports and protecting appropriations requests in the Governor's veto list. The end of the 2020 Legislative Session was quite different. Once the Session ended and throughout the summer and fall, we were providing near daily updates to the City on federal, state and local communications related to the current COVID-19 health and economic crisis, including important press conferences and emergency orders from the Governor's Office and Executive Agencies and all Task Force to Reopen Florida Executive Committee and industry working group meetings. We also covered all City and County meetings and workshops to ensure our larger community was educated on local communications and emergency orders. We participated in daily/weekly calls with the City Manager and department heads should we have needed to be of assistance. We kept in constant contact with the City, the Governor's office, the Division of Emergency



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Management, the Department of Economic Opportunity, the Department of Agriculture and Consumer Services, and the Department of Management Services. We helped make the request to the Governor's office to reopen Birch State Park after closure due to COVID-19. We worked on issues on behalf of counties, airports, seaports, first responders, hunger-relief, senior services, and more due to our active engagement in the community. We also: worked with FDOT on getting the Department of Health's participation at airport screening points for Fort Lauderdale/Hollywood Int'l Airport; participated on all Ports Council calls; and worked with DEO on providing information on the re-employment system to our local elected officials.

Vacation Rentals: In 2013, ECI played an integral role in helping pass an easing of a state preemption on common-sense local vacation rental ordinances that helped ensure critical local protections for residents and tourists. Since that time, the vacation rental industry has put enormous effort into regaining a total preemption on these common-sense local ordinances. ECI has been one of the most active teams in the coalition that has so far defeated these industry-backed attempts year after year- including this most recent Session. Our coalition, led by the Florida League of Cities, has been successful despite strong leadership backing of these efforts. In multiple instances, leadership took extraordinary steps: pressuring members to support the bills, placing extra members on committees to ensure passage of the legislation when the votes were in favor of killing it, withdrawing amendments last-minute to force a scramble of adding amendments backed by local governments, introducing amendments to various different vehicles, and more. ECI has worked every step of the way in support of our coalition's efforts. We helped educate members on why this issue is best left to local control, cultivate (sometimes unlikely) local government allies, obtain accurate vote counts, gain intel on opposition strategy, counter misinformation disseminated by the opposition, and alerting the coalition to amendments filed to potential vehicles. While we have been successful in stopping this misinformed attempt to elevate "private property rights" over common-sense local regulations, we anticipate this fight will return next year with even more force than years past. Preventing an expansion of the preemption requires teamwork by advocates that are able to contribute to its defeat while maintaining good relationships with leadership supportive of it.

A1A: The City needed to be granted a permit from the Florida Department of Transportation, which first required approval by the Florida Fish and Wildlife Commission. Meetings began in 2016 and continued for 3 years. In early 2019, we were advised that there may be some issues with the permit. Due to our close trusted relationships within the Florida Department of Environmental Protection, the Florida Department of Transportation, as well as the Fish and Wildlife Conservation Commission we were able to assist the City to ultimately be granted the permit. We often have issues that have multi-jurisdictional entities involved and we are proud of the relationships we have fostered over the years to work seamlessly when those instances occur. The City was also able to use our



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network for quick access to decisionmakers at Verizon and Comcast to resolve issues related to undergrounding as well as a permit request to place electrical poles along the A1A sidewalk.

Southside Sidewalk: In 2015, the City of Fort Lauderdale ran into a roadblock with its ongoing improvements to Southside Elementary School when the Florida Communities Trust requested full market price for land needed to expand and improve the sidewalk. Our team coordinated a meeting with the Secretary of FDEP to explain why the project met the standards required in restrictive covenants to significantly reduce the price. Our meeting directly resulted in the Secretary agreeing to give the land to Fort Lauderdale at no cost under a Memorandum of Understanding between the Department and the City.

Beaches: We were instrumental in advocating for increased funding for Beach Renourishment multiple years in a row and worked closely with the Florida Shore and Beach Preservation Association to ensure funding levels as well as in support of HB 325, an overhaul of beach management funding. Prior to the bill, we worked on behalf of Broward County to ensure there was adequate funding to cover its Segment II project for two years in a row. We also assisted in FDEP to expedite the permitting process to allow the Segment II project to go forward.

Cultural Arts: Our firm strongly believes in public support of cultural arts, which is a potent economic driver whose value is often overlooked by lawmakers and the business community. ECI has also represented the Broward Center for the Performing Arts for over 16 years and has successfully advocated for grant funding as well as on legislative initiatives. The Broward Center is estimated to have a \$130-150 million economic impact for the area. Beginning in the 2013 Legislative Session and proving ultimately successful in the 2014 Legislative Session, we lobbied for a \$500,000 Cultural Facilities Grant, which the Center is able to use towards renovations. We successfully passed bill grants a public record exemption for publicly owned and operated performing arts centers. Before the bill passed confidential, sensitive, and personal information of the centers' donors were subject to public records requests. The bill was signed by the Governor and donors are now protected. Candice and Lauren also sit on the Fort Lauderdale Chamber's Cultural Arts Committee. We are members of a number of museums and cultural arts treasures in the City, including the NSU Art Museum and Bonnet House. We regularly attend cultural events, roundtables, discussions on investing in the arts.

Anchoring and Mooring in Residential Areas: In 2009 the Legislature approved a comprehensive Fish and Wildlife Commission (FWC) package that made substantial changes to laws governing local regulation of boating, vessels and anchoring. Two such changes included:

1. A statewide pre-emption of local authority to regulate the anchoring or mooring of vessels outside the boundaries of public mooring fields.



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2. Establishment of a pilot program to explore options for local governments to regulate anchoring of vessels outside of public mooring fields.

The pilot program had been in place for several years when members of our team were asked, on behalf of the City of Fort Lauderdale to assist in getting some relief from a proliferation of long-term anchoring in close proximity to residences. Because of the long-delayed pilot program, Fort Lauderdale had no local authority or ability to address anchoring issues. Homeowners complained about loss of privacy, damage to docks, vulnerability during weather events and environmental issues such as sewage dumping. To that end, FWC looked at several solutions to this issue, including minimum setbacks from private property and allowing local governments to regulate overnight anchoring in their communities. Both proposals were opposed by the boating industry. From 2013-2015, we worked diligently on multiple initiatives to remove the preemption but faced strong and active opposition from the boating community.

In 2016, ECI worked with Ronald L. Book's team to pass a bill that prohibited overnight anchoring in the Middle River. Our efforts began with drafting a Local Bill with assistance from the City's Attorney that would have allowed the City to designate the Middle River as a "recreational zone," creating an area where the City could enforce an anchoring prohibition. The State Affairs Committee allowed Representative Moraitis and Fort Lauderdale to present its concerns with the anchoring preemption in an early committee hearing, and we successfully passed the bill out of the Broward Delegation with unanimous support. While the Local Bill cleared two House committees in Tallahassee, the Chair of State Affairs felt the recreational area exemptions should be uniform statewide and proposed a bill that absorbed the Middle River into a larger listing of identified problem areas. We worked with Representative Moraitis, as well as a broader coalition organized by Kelly Mallette, to advocate for the bill as it moved through all House and Senate committees, ultimately passing both Chambers and being signed by the Governor.

Seaports: Dave and Candice have long been the Tallahassee voice of Port Everglades, a multi-billion dollar economic powerhouse that directly impacts Fort Lauderdale. We have successfully advocated on behalf of Port Everglades for legislation that provided regulatory relief, increases in funding for critical projects (i.e. the Southport Turning Notch), and millions of dollars in Seaport Grant funding specifically for Port Everglades, among other issues. Our team supplements the Florida Ports Council (FPC) lobbying efforts and hosts the weekly FPC meetings in our Tallahassee office. We monitor port issues and discussions throughout the committee and budgetary process, keeping our knowledge and understanding of seaport development up to date and ensuring Port Everglades has a seat at the table. We also attend Port Everglades Master Plan Updates and follow Port Everglades on social media to stay abreast of our port's current situation and goals at the Federal, State and Local levels. We believe our institutional knowledge of Port Everglades as well as seaport issues as a whole is a tremendous asset to our home community. We also have built an excellent relationship with our current Port Director.



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In 2021, we were instrumental in preventing language from passing that would have removed all local control of seaports, which for ports such as Port Everglades (run by Broward County) would have resulted in a huge disruption to day-to-day port operations. While the bill was in response to a ballot initiative in Key West, the language was broadly written. We connected our Port Director with key committee members and the Senate Democratic Leader to explain the impacts. We also began a dialogue with the House sponsor. At the first hearing, we quickly seized an amendment opportunity with Representative LaMarca and facilitated language by the Florida Association of Counties that carved Port Everglades out of the bill. This began a long process of carving out various ports until it was finally narrowed down to only Key West. Ultimately, the bill failed- with only language voiding the Key West ballot initiative passed as part of a transportation package.

Environment/ Parks

Environmental Penalties: Known as the “Venice of America,” Fort Lauderdale is especially vulnerable to sea level rise, king tide flooding, saltwater intrusion, and related threats that accelerate aging and fragility of our infrastructure among other issues. Additionally, the City experienced an influx of new development in recent years in areas housing some of the oldest infrastructure. Although our team has been successful in securing significant state funds for important City water infrastructure projects, the crisis the City had to mitigate in 2019 with a series of major sewer pipe leaks was unprecedented. The breaks thrust the City into an environmental disaster which threatened the health and safety of our neighbors as well as our thriving economy. The City went into overtime to manage the crisis in stopping the leakage, cleaning the impacted waterways and roadways, ensuring access to safe drinking water, and accelerating plans already in-motion to upgrade pipe systems. Unfortunately, the high-profile leaks also came at a time when the political climate in Tallahassee favored stiff penalties for pollution and sewer leaks. Governor DeSantis had just entered his first term as Governor following a summer of red tide and toxic algae blooms and had made water quality issues a key focus of his agenda. Further, local governments in other areas of the state had caught the ire of their state delegations by allowing pollution and leaks to continue unabated. The administration felt it had to address the headlines with penalties to ensure other local governments were on warning.

We immediately coordinated calls and meetings with Delegation members, the Department of Environmental Protection, as well as the Governor’s office for the City Manager in Tallahassee to provide updates on our sewer pipe repairs and progress. We commend the City Manager for his tenacity and dedication making sure he had these face-to-face meetings with the decision makers during a time that was demanding he be the boots on the ground back at home. We took advantage of that time to also coordinate discussions between the City administration, the Department of Economic Opportunity



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(DEO) and the Division of Emergency Management (DEM) on mitigation grant funding that had recently been announced. We continued to follow up with DEO, notifying the City as soon as applications were available and providing updates on new information and developments from the Department on the grant programs. Ultimately, DEP fined the City for the sewer breaks, but throughout the course of Tallahassee meetings, the City Manager was able to forge a lasting relationship with the Governor's office which we believe was formed due to the leadership our Manager showed during this challenge. Additionally, the City was able to craft a compelling grant application to be awarded \$10 million in mitigation grant funding.

Birch State Park: In 2016, FDEP placed an additional requirement on the City of Fort Lauderdale's permit to clean the beach east of Birch State Park. The change made the City liable for trespassing on this section of the beach unless authorized by the property owner, not only preventing the City from maintaining this certain portion of the beach but also complicating cleanup on the public beach located north and south of the Birch State Park property. We worked with Representative Moraitis's office to solve the issue as quickly as possible so tourists and residents could continue to enjoy a well-maintained beach. Rep. Moraitis was able to get clarification from FDEP that a letter from park manager would be sufficient enough to authorize access. The City was able to quickly get the letter to continue cleaning the beach. In 2021, Eric Draper, Director of the Florida Department of Environmental Protection's Division of Recreation and Parks needed to connect to the City quickly regarding a Vacation of Right of Way with the Dolphin Isles HOA and Birch State Park. He reached out to Candice due to their long-time relationship to bring the issue to her attention. Candice connected the Department to the City Manager, who in turn brought all of the parties together. Another example of our ability to get in front of issues due to decisionmaker's quick identification of our firm with the City of Fort Lauderdale.

Biscayne Bay Coastal Wetlands Project- Phase 2 The Biscayne Bay Coastal Wetlands Project was authorized in the 2014 Federal Water Resources and Development Act with the goal to construct a reservoir that would save the health of the Bay, which is declining at a rapid pace due to increased salinity levels, population and development. As Phase I of the project was underway, it became apparent that the timeline for construction needed to be expedited in order to prevent significant environmental and economic damage to the area. The Federal government required the state fund a Project Implementation Report in order to begin implementation of Phase II, however the state is not held to any timeline for implementation or funding. We represent landowners and environmentalists who in conjunction with Miami Dade County and the City of Miami recognized the immediate need for state funding. We educated the Legislature on the project but found little appetite from both the Legislature and South Florida Water Management District (SFWMD) to include the project funding during the 2017 Legislative Session as all focus and dollars were concentrated on the Senate President's priority reservoir to address issues in Lake Okeechobee. Our project directly competed. Undeterred, we worked with the Senate



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Appropriations Chair to successfully secure a \$1.5 million appropriation for the Project Implementation Report under water projects in the budget that was signed by the Governor. After the appropriation, we continued to work with the SFWMD through leadership changes to ensure that the overwhelmed District properly utilized the funding for the intended report. We are continuing to advocate for this important project to see the State through its completion of its role as required to ensure the next Federal steps in Phase II.

Petroleum Tank Cleanup: In 2012, ECI worked closely with Broward County staff during the budget process to secure a \$7 million appropriation for storage tank cleanup and \$125 million for petroleum tank cleanup preapprovals. In 2013, we helped to secure language that allowed Port Everglades to expedite its petroleum cleanup process. We initiated meetings regarding the Inland Protection Trust Fund Petroleum Clean-up with key members of the legislature, the Ports Council and the Department of Environmental Protection to discuss the inclusion of language that raised the moneys for pre-approved contamination cleanups from \$10 million to \$15 million and increasing single project eligibility from \$500,000 to \$5 million. We worked with representatives from the petroleum storage lobby to ultimately remove their opposition to the issue and eventually were able to get the language incorporated and signed into law. This is a good example of how we manage multiple stakeholders who all have different objectives that are often unknown until the legislative session is in full throttle. We acted quickly to get the appropriate representatives at the table so that their concerns are heard and a resolution to the extent possible is reached in a timely manner.

Public Safety

SWAT Medics (HB 487): Following the horrific events of February 14, 2018, the City of Coral Springs, who heroically responded to the shooting, recognized a state law that needed to be changed. The law prevented trained medics who serve as part of law enforcement SWAT teams from carrying firearms for protection when entering highly dangerous areas where firearms are prohibited. These medics were faced with a choice to either: a) lose precious time in rendering aid to the injured, b) endanger themselves and their team by entering a situation unprotected, or c) break the law- in turn risking liability for themselves and their employers. In 2019, the City of Coral Springs adopted the issue as a top legislative priority and connected ECI with the Broward Police Chiefs Association, which had crafted language through a legislative committee. We worked closely throughout the process with our Broward first responders, including our municipal police departments, local 3080 firefighters union, and BSO employees. We quickly found that the rest of the state, with the exception of the Orlando area (due to Pulse Nightclub), had little understanding of the issue. This was mostly due to their not being in Broward's unfortunate and unique position of having experienced multiple large-scale mass shootings. We took a highly creative approach that allowed us to identify and cultivate allies outside of Broward who had gained



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an understanding through involvement with the Marjory Stoneman Douglas High School Public Safety Commission, among other experiences. We secured Republican sponsors outside of Broward in the Senate and the House. We also secured a Broward Democratic primary co-sponsor of the House legislation (Rep. Mike Gottlieb)- a hugely beneficial step in showing this was a bi-partisan issue about safety and not a firearm expansion bill driven by second amendment advocates. The City of Fort Lauderdale also helped to show the bi-partisan need in passing a resolution in support of the bill. We then worked with this coalition that included our sponsors, local unions, and influential allies across the state to overcome reservations among lawmakers, unions, executive agencies, and gun reform advocates. We executed constant communication, education, and language revisions at multiple steps along the way. We included explicit language to prohibit widespread carrying of firearms on firetrucks and ensure the firearms were supplied by law enforcement to the medics only during specific high-risk situations. This long-shot bill ultimately passed- in its first year of introduction- due to our creativity, unwavering commitment to our first responders, and our ability to effectively mobilize and organize their passionate advocacy on behalf of the legislation.

School Safety: In 2018, our community was devastated by the Marjory Stoneman Douglas High School shooting which took place shortly after a terrifying mass shooting at the Fort Lauderdale/Hollywood International airport and other devastating mass shootings around the state and country. As lobbyists for local governments directly impacted and as residents of the community, we were one of the few firms to cover every single meeting of the Marjory Stoneman Douglas High School Public Safety Commission, including all recommendations and reports. We worked closely with our Delegation members, including on all three legislative packages on issues ranging from school safety, mental health funding, radio communications, gun control, alarm systems, and more. On behalf of Sheriff Lemma in 2019, we successfully amended the School Safety package (SB 7030) to enable sheriff office employees to be School Safety Specialists, which had previously been an exclusive responsibility of school board employees. We specifically tracked mental health funding provided in each bill on behalf of Palm Beach County and kept staff informed of any new developments.

Mental Health & Substance Abuse: Over the last several years, we have worked with state and local government, law enforcement, first responders, corrections facilities, hospitals and other health care providers, health insurance providers, childrens services providers, business organizations and key community advocacy organizations seeking solutions to substance abuse and mental health issues. We have worked to direct resources to needed services, target bad actors that harm recovery efforts, pass policies to enhance safety of the community and first responders, create programs that provide second chances, increase access to treatment and enable optimal delivery of services to individuals in need.



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-Sober Homes: Palm Beach County first engaged our firm in the fight to regulate sober homes, or recovery residences, in 2013. Since that time, we have worked diligently on behalf of local governments and advocacy organizations to improve state and local oversight. We helped to secure funding for a feasibility study in 2013. We played a key role in the two-year effort to pass HB 21 (2015), creating voluntary certification. We worked to support funding for the creation of the Sober Home Task Force in 2016. We have since played an active role in the successful passage of each piece of legislation recommended by the Sober Home Task Force- meeting with committee members, distributing talking points, helping secure sponsors, analyzing amendments, and requesting the bills be heard- including HB 807 (2017), HB 369 (2019), SB 1120 (2020), and HB 804 (2021). We also continue to support efforts for mandatory certification and statewide training of State Attorneys on enforcement as many of these residences have continued to move south to Broward County.

-Opioid Crisis: In 2014, the Legislature attempted to change how the Prescription Drug Monitoring Program (PDMP) should be accessed by requiring a court order to access PDMP information. The requirement would have forced law enforcement to show probable cause in order to access the data. This would have led to a slow down in investigations, hindering the ability to solve crimes. We worked directly with the City of Fort Lauderdale, the Florida Sheriffs Association and Florida Pharmacy Association to help broker a compromise that would instead require an “end-user agreement” with law enforcement. We worked on behalf of Palm Beach and Broward County to pass HB 21 in 2018, a landmark bill in the fight against prescription drug abuse. We assisted in coordinating efforts between the Tri-Counties on discussions to form a regional opioid working group. We also worked closely with the Attorney General’s Office on establishing the Statewide Opioid Task Force in state law (prior to the Governor’s decision to establish the task force via Executive Order) and have continued to be a lead firm in support of the Task Force’s efforts. We worked on behalf of Seminole County Sheriff Dennis Lemma and successfully secured state funding for first two years of the Seminole County Hope & Healing Center pilot project. We’ve helped coordinate meetings for Project Opioid and continue to support efforts to expand Project Opioid into Broward County. Beyond our lobbying efforts, we have actively participated in countless townhalls, brainstorming sessions, working groups, task force meetings, and more related to tackling prescription drug and opioid abuse. While the state and our communities have made significant strides forward in investing in treatment and enforcement infrastructure, the opioid epidemic unfortunately remains severe following the COVID-19 crisis.

Protections for Local Correctional Officers: In 2019, we worked on behalf of the Florida Federation of Public Employees (Broward AFL-CIO) to pass crucial legislation that helped protect local corrections officers against sexual harassment from inmates. While state law



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already protected state corrections officers from such harassment, county and municipal officers were left out of the original legislation. The bill enhanced penalties for certain inmate behaviors, such as “gunning” or publicly masturbating in order to intimidate officers, while in local detention facilities. We secured sponsors for the bill, advocated for the bill to be heard in each committee of reference, ensured passage of the bill by each committee, ensured final passage on the floor, and helped ensure the governor’s signature of approval for the legislation.

Contraband in Specified Facilities: In 2020, we worked on behalf of the Seminole County Sheriff’s Office to pass SB 1286, which closed critical loopholes in detention facility contraband regarding hemp, vaping devices, and cell phones. These loopholes were created by evolutions in law and technology and posed major security risks for various detention facilities across the state. We secured sponsors for the bill, worked with impacted agencies, advocated for the bill to be heard in each committee of reference, helped re-work the language based on lawmaker concerns, ensured passage in each committee, ensured final passage on the floor, and are currently working to ensure the governor’s signature of approval for the legislation.

Public Nuisance: In 2020, on behalf of the Seminole County Sheriff’s Office, we successfully amended HB 625- Public Nuisance to allow sheriffs to directly file public nuisance suits and helped support the passage of the amended bill. Prior to meeting with the bill sponsors, we provided the language to the Florida Association of Counties for sign-off.

Home Rule

We fight in every Session, all Session long, to preserve the home rule authority of our local governments. We have far too many examples of success to include in this proposal. We fight side-by-side with the Florida League of Cities and Florida Association of Counties throughout each year on issues impacting municipal authority. Candice was the first recipient of the Theresa Lintz Memorial Award from the Florida Association for Intergovernmental Relations. This award is significant in that it represents excellence in legislative advocacy on behalf of local governments in Florida and an exemplary commitment to consensus building, professionalism and high ethical standards to better serve our local communities. While impossible to list all of the preemptions we have worked against on behalf of the City of Fort Lauderdale and others, listed below are a few examples of our experience with preemptions with other examples contained throughout this submittal.

HB 17 and Proposal 95: While local preemption language is a constant battle in Tallahassee, the past five years has seen a focused attack effort on home rule. HB 17 in 2017 (and Proposal 95 in the Constitutional Revision Commission) represents the most egregious of these recent battles. HB 17 and Proposal 95 were broad preemptions that



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would have eliminated home rule authority for anything not specifically authorized by the state. We worked closely with all other local government advocates to oppose these initiatives. We discovered later that the language was targeted towards ordinances relating to pet stores along with retailer concerns on environmentally conscious ordinances that ban plastics and other materials. We worked closely with the Florida League of Cities and Florida Association of Counties to supplement their efforts. We focused on our allies in the Senate, who we needed to hold strong against the bill despite whatever trades the House was willing to offer. We also worked with our allies on the CRC, such as former Senator Chris Smith. While the Senate filed a companion bill, it ultimately could not get enough support to pass their Chamber. We also worked with all other local government advocates to successfully remove a similar provision in the 2018 tax cut package, which preempted local regulations on anything related to commerce or anything covered under Chapter 212 (taxation). In 2020, the legislature pursued a more narrow preemption on pet stores specifically. However, our coalition worked with animal rights activists to gain a compromise that carved-out current ordinances before ultimately defeating the legislation.

Fuel Terminals: The City of Fort Lauderdale is home to Port Everglades, which intakes the petroleum supply for the South Florida region. As such, bills preempting regulations on fuel terminals and energy supply infrastructure have an outsized impact on the City. In 2014, ECI successfully improved a bill that would have originally allowed fuel terminals to exist and expand unrestricted and without permission from the local government in which it was located. ECI immediately began forming a broader coalition of affected local governments who could potentially have been impacted by the language and coordinated meetings with key Legislative decision makers. As a result of our efforts, the language passed reflected a compromise between fuel terminals and local governments which only dictated that local governments could not change the zoning use for a fuel terminal and must allow fuel terminals to return to their original state if damaged by a natural disaster. This compromise ensured that the State's supply of fuel is protected but in such a way that responsible local governments could still exercise good judgment in regards to expansion issues. In 2021, we worked on behalf of our local governments to narrow a broadly written preemption that would have originally impacted the City's ability to regulate anything related to transportation energy infrastructure. Knowing the bill had the support to pass, we worked with the House and Senate sponsors, the City of Fort Lauderdale's staff, the Florida Association of Counties, and Representative LaMarca to win support for narrowing the preemption.

City Finance/Revenue

As local government advocates, our firm has long been engaged in the watch for reductions to key sources of municipal revenue- whether shrinking our Ad Valorem tax base, imposing unfunded mandates, raising sovereign immunity caps, reducing to important sources of local revenue, or other financial hits. We work hand-in-hand with the



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Florida League of Cities and Florida Association of Counties throughout every Legislative Session to defeat these harmful proposals that threaten a reduction in services to City residents. While the number of fights we have been involved in and successful in are too numerous to list in this proposal, below are recent example with other examples found throughout this response.

Communications Services Tax: In 2020, we led the effort to oppose a bill that would have forced local governments to levy flat rate of 4% for the Communications Services Tax. We immediately sought the fiscal impact on the City as soon as the bill was filed, which was estimated to be significant. The industry and local governments both share concerns that the tax has developed into a complex and outdated mechanism. However, proposals to decrease the tax often reduce tax burden on industry, leaving critical local budgets and bonds at risk. We found that most of the lawmakers we met with did not have an understanding of the history of the tax, the importance of the local revenue, past proposals to reform the tax that included local government input through a state-established working group, and the severity of the cut contained in the bill. Our institutional knowledge allowed us to raise important questions with these members and provide thoughtful talking points that had not been fully explained and addressed with them prior. While the bill passed its first Senate committee, we were able to set the baseline for future conversations and the bill was not considered again. We anticipate similar proposals in future Sessions as more companies enter the streaming sphere, and we plan to be integral part of every effort to ensure our local governments are protected.

Florida Retirement System: While the City of Fort Lauderdale is relatively newer to the FRS system, our firm has represented governmental entities in the FRS for decades. Florida lawmakers began an effort to reform the Florida Retirement System under Speaker Will Weatherford's leadership in 2012-13 as the fund had taken a hit during the economic recession. We worked during this time with a coalition to ensure the House was unsuccessful in passing a priority bill that would have forced new hires into the defined contribution system. The Speaker ultimately had a study commissioned that then spurred further subsequent proposals. In 2016 and 2017, similar bills would have specifically closed off new hires in local governments that participate in the FRS system from the pension plan. Likewise, bills sought to overhaul the FRS system statewide by defaulting new hires to the defined contribution plan. We worked with our Delegation members and specifically focused on the Senate to ensure the final bill passed, which was tied to the actuarial contribution increases, had only minor impacts. In 2021, the Senate President revived Speaker Weatherford's initiative to close off the pension system to new hires. We worked alongside a coalition of advocates to educate the House on why the bill would result in more harm than good. We anticipate this legislation will be returning next year, and we plan to continue to be at the forefront of this battle.

Local Bills



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We have crafted language, drafted and coordinated required forms, and advocated for unanimous passage by the Broward Legislative Delegation for a number of bills throughout the years, including: a Fort Lauderdale local bill on anchoring, a North Lauderdale local bill on law enforcement assessment fees, Coral Springs local bills related to water districts, and more. In 2021, we worked alongside Representative Daley to ensure the successful passage of four Coral Springs local bills through by the State Legislature – HB 1495, HB 1499, HB 1501, and HB 1503. This effort involved amending the legislation in Tallahassee after it had passed the Delegation, which required our institutional knowledge of the local bill process and strong relationship with the Executive Director of the Broward Legislative Delegation to be successful.

Business Structure

Please note our firm has a commitment towards business practices that allow us to have minimal negative impact on the environment and community. We utilize fuel-efficient vehicles while traveling the state and recycling bins at each of our office locations.

Ericks Consultants, Inc. was incorporated as a For Profit Corporation in the State of Florida in 1986. ECI is a local firm with an office in Fort Lauderdale and its headquarters in Tallahassee. We are available to our clients via cell phone, text message or email, twenty-four hours a day, seven days a week. Our firm has three employees, including three consultants.

South Florida Office:

110 SE 6th St. #1500
Fort Lauderdale, FL 33301
Office: 954-648-1204

Tallahassee Office:

205 South Adams Street
Tallahassee, FL 32301
Office: 850-224-0880
FAX: 850-224-5971

Candice Ericks- ***Main Contact for the City***

Vice President/ Managing Partner

Cell: 954-648-1204

candice@ericksconsultants.com

Dave Ericks

President/ Founder

Cell: 850-591-7550

dave@ericksconsultants.com

Lauren Jackson

Consultant

Cell: 931-265-8999

lauren@ericksconsultants.com



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Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals, and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas, and methodology. Describe your proposed approach to the project.

As current members of Fort Lauderdale's lobbying team and residents of Fort Lauderdale, our team has a unique understanding of what Fort Lauderdale's needs, goals and objectives are and how to continue to meet them. We have worked on many issues that impact Fort Lauderdale, including but not limited to: home rule and unfunded mandates, pensions, agency permitting, homelessness, fuel terminals, anchoring and mooring, wastewater utilities, economic development, enterprise zones, strategic intermodal system funding, ethics, growth management, transportation, public safety, taxation, beach funding, vacation rentals, sober homes, juvenile justice and traffic safety enforcement.

As your representatives, we will continue our informed, educated, and proactive approach that is based upon our experience representing the City and our insight into the ever-changing layout of Tallahassee. During the early committee weeks, our team works closely with the City's Commission and staff to create a strategic action plan focused on both short term and long-term goals and craft official Legislative Priorities for the upcoming Session. We meet with the Commission at a public meeting to answer questions on these priorities, as well as present on Legislative issues that we believe that the Commission should be aware of. Once your Commission adopts the Legislative Priorities, members of our team continuously track legislation throughout committee weeks and Session, monitoring all state Legislative committee meetings and agency hearings prior to, during and after Session and testifying as needed. We not only focus on the adopted priorities, but also stay constantly engaged in conversations and new developments to quickly address any new issues that may arise. Our team "lives" at the Capitol during each Legislative Session. We believe in always being present when decisionmakers and their staff are physically at the Capitol is vital to your representation. We are very much a hands-on organization and physically cover each committee meeting at which our clients' issues are discussed.

Competition for state funding has been nothing but fierce in recent times due to Florida's revenue challenges and political climate. Being successful in the appropriations process today requires an effective strategy that builds a compelling business case to support your appropriations request. We utilize our knowledge of the budget process, our valued relationships, and our unique understanding of local needs to effectively advocate for local projects. We have and will continue to work alongside your in-house staff to communicate an effective business case needed to support your appropriations issues. We collect information we anticipate the appropriations committees will require upon our insight and prior year experience. We then refine the project's business case and secure Legislative sponsors. We also meet early each year with the Governor's Office to help us further refine



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our projects business case to help meet the Governor's expectations for local initiatives. Once the appropriations forms are provided to the public, we ensure forms are filled out properly and are submitted prior to any deadlines. As a team, we work with our sponsors and the appropriate decision-makers to secure projects within the initial budget framework and continue to advocate for funding throughout budget conference and the veto process.

We believe communication is the most valuable component of a client/lobbyist relationship and is the key to our mutual success. Insight and ongoing communication between our team and the City's in-house staff, Mayor, Commission, and City Manager provides a better understanding of exactly what your goals are, allowing us to be successful in achieving the desired result. We are only a phone call, text, or email away from our clients at all times- whether in Session or out- and are committed to a philosophy of responsiveness. As bills move, amendments are filed and the budget develops, we will be in constant contact with your staff for evaluation due to the urgency of the matter under consideration. Decisions are often made quickly, and we would like to acknowledge that your staff and City Manager have been outstanding in providing needed information and feedback in a short time frame. We provide written updates of all initiatives impacting the City at the end of each committee week and, during Session, the end of every week. After each Session, we provide a thorough end-of-Session report outlining final outcomes of the City's Legislative Priorities and meet once again with the Commission at a public meeting to review all that took place.

The Legislative calendars vary each year depending upon the preferences of Legislative leadership and whether the year falls on an election year. Timelines and strategy must be adaptable in order to be proactive and successful. The 2022 Legislative Session will officially begin in January, with six preceding committee weeks already scheduled beginning in September of 2021. Our work identifying priorities begins in advance of committee weeks and is enhanced during the initial committee weeks. We encourage the City to adopt Legislative Priorities and funding initiatives early, so that we can proactively lay the groundwork for our case well in advance of the start of the Legislative Session. We have successfully maintained our workloads while addressing Fort Lauderdale's needs over the past few years using fully-equipped offices, technology, support staff, valuable relationships within key networks and, most importantly, experience. Our personal approach allows us to respond to our client needs in a prompt and attentive manner.

We have an office located in Downtown Fort Lauderdale and a Tallahassee office located one block from the Capitol Complex. With downtown office space at a premium and time always of the essence, our proximity to the capitol provides our clients quick and convenient access to meeting facilities and office support. During the Legislative Session, we utilize interns from FSU's Communications and Political Science programs to supplement our efforts by assisting with bill tracking and copious note taking to record committee actions and participant comments. We also utilize every technological



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enhancement offered to our field, such as LobbyTools, Politico, the News Service of Florida, the Florida Channel, and other services and apps that allow us to be constantly plugged-in to every conversation and easily accessible to our teammates and clients.

Another effective resource we offer is the relationships that we have formed over our time in the Legislative process. Our team members have spent years cultivating trust-based relationships within our local delegation and Florida state government. We take pride in the fact that we have outstanding professional and personal relationships with the key players whose decisions affect Fort Lauderdale. With term limits, there is no longer an “off-season,” and we spend the entire year in close contact with Legislators and their staff regarding interim projects, campaigns, and possible legislation for the upcoming year. We have fostered solid relationships with Legislative leadership and their teams, including the Senate President, President-Designate, Speaker of the House, Speaker-Designate, as well as their anticipated successors and lawmakers vying for leadership in the freshman classes. We are also extremely close to House Democratic Leader DuBose, Co-Leader Jenne, and Senate Democratic Leader Book as we continually work side-by-side with them on issues impacting our Fort Lauderdale and Broward County home. We have also fostered solid, trust-based relationships with the chairs of key committees, Legislative Assistants, committee directors, analysts, and attorneys- including the Appropriations and Rules Chairs in both the Senate and House. We have excellent relationships with the Governor’s office and Cabinet offices. We enjoy great relationships with all Executive agencies, including the Department of Environmental Protection, Department of Transportation, Department of Economic Opportunity, VISIT Florida, South Florida Water Management District, etc. These relationships are a key component for access to information that, on very short notice, can affect a decision that can impact the City of Fort Lauderdale.

Locally, we have a solid professional relationship with each member of the Broward County Delegation and their staff, many of whom are our personal friends. We work particularly close with the Senators and Representatives that represent Fort Lauderdale constituencies. In addition to the Democratic Caucus leadership mentioned above, we have close relationships with Representatives LaMarca and Williams as well as Senators Farmer and Thurston. At the time of this proposal, the Fort Lauderdale delegation is expected to undergo major changes prior to the 2022 Legislative Session. Our region suffered a huge loss in 2021 with the death of the legendary Congressman Alcee Hastings. He will be impossible to replace. However, two especially impactful members of Fort Lauderdale’s state delegation are expected to vacate their seats in order to run for Congress- Leader DuBose and Senator Thurston. While this demonstrates the deep bench of political talent our community is home to, it brings a level of uncertainty for the coming Session. Additionally, this change is taking place on top of the once-per-decade redistricting process, altering the make-up of districts across the state. We feel these changes make our firm- with our institutional knowledge of the City, deep community ties, and strong relationship with Leadership- all the more key to the City’s future success.



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In addition to our contacts with key Legislative decision makers, we are among the most active Associate Members of the Florida League of Cities and Broward League of Cities and have valued relationships with each organization's legislative staff. We attend all Broward League of Cities monthly membership meetings and participate in policy committees. We attend the annual Florida League of Cities and the Florida Association of Counties statewide and legislative conferences. We not only work closely with the Florida League of Cities, but also have successful experience bringing a local issue before the League's policy committees and working to have it adopted as part of their overall statewide agenda. We work particularly close with FAIR (Florida Association of Intergovernmental Relations), which holds weekly meetings to discuss and strategize on Legislation that will affect Fort Lauderdale, whether transportation, growth management, public safety or other issues. We also participate in weekly meetings with the Florida Public Transportation Association and all interested lobbyist who represent public transportation interests to discuss important public transportation issues. Through our participation in these organizations, we have cultivated many working relationships and close ties between different levels of government. This participation enhances our understanding of the challenges and trends that face Fort Lauderdale, as well as municipalities across the state. We work side-by-side with these coalitions when it comes to pre-emption and unfunded mandates.

We have also built a useful and respected network through FAPL (The Florida Association of Professional Lobbyists). FAPL was created to provide on-going training and professional development and is committed to promoting the highest ethical standards of professional conduct among its membership. As mentioned earlier, Dave Ericks is a pioneer member of the Association. Candice Ericks has continuously served on its Board of Directors for years and was recently elected President for the next two years. We regularly attend their continuing education seminars and events, allowing us to continue cultivating relationships with other interests that may ultimately affect Fort Lauderdale's legislative agenda.

Finally, we offer the resources of institutional knowledge of and identity with the City, which sets our firm apart from our competitors. Many issues are around for years, while others surface first for one Session. The individuals you choose to be the additional eyes, ears, and voice in Tallahassee should have the institutional knowledge and personal understanding that your current team has worked very hard in achieving. In addition to serving the City's governmental relations needs, our level of engagement in the community is unmatched. We are active members of the Greater Fort Lauderdale Chamber of Commerce, with Candice and Lauren serving on the Government Affairs, Political Affairs, and Cultural Affairs committees. We are active members of the Broward League of Cities. Candice has also served as the Chair of Broward Days for the past three years. Through Broward Days, Candice has been able to connect community advocates, business organizations, non-profits, and elected officials from back home in Fort Lauderdale with decisionmakers in Tallahassee. We regularly attend City of Fort Lauderdale hosted events



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and workshops, such as the City's Annual Transportation Summit. We regularly attend key meetings in the region where important discussions can impact Fort Lauderdale, such as those hosted by the Broward Delegation, Broward MPO, Southeast Transportation Council (SEFTEC), and Broward County Commission meetings. As residents, we are continually cultivating our relationships within the Fort Lauderdale business community. Our team has very strong relationships with the Downtown Development Authority (DDA), the Broward Workshop, the Greater Fort Lauderdale Alliance, the South Florida Regional Business Alliance, the Riverwalk Trust and the Greater Fort Lauderdale Chamber of Commerce. These relationships can be key when building coalitions or identifying opposition to initiatives.

As valuable to the City's success as our personal knowledge of the City and its issues has proven to be, what is more critical is that representing Fort Lauderdale has become part of our identity in Tallahassee. Legislators, agencies, and other staff continuously identify us with Fort Lauderdale and come to us as a resource for knowledge on issues and quick turnaround for information when time is of the essence and decisions are being made in the fast-paced time frame of Session. We take pride that decision makers identify us with Fort Lauderdale and reach out to us for trustworthy information and respected advice when accounting for the effects of legislation on the City. We embrace the challenge of constantly educating new members of the Legislature and staff on the history, demographics, lifestyle, environmental challenges, and overall make-up of Fort Lauderdale, especially hope to continue these efforts as the upcoming elections promise and term limits promise a high turnover in the Legislature. We have built valuable professional and personal relationships Fort Lauderdale's Legislative delegates and help bolster their efforts while engaging Legislators from North and Central Florida on our urban, coastal, South Florida issues. Our engagement involves a gentle balance of compromise and creativity that is based upon our intimate understanding of the issues of a community that we are proudly associated with. We hope to continue to be unique resource to the Fort Lauderdale as well as the Legislature in this capacity.

We want to thank you for allowing us to demonstrate what we feel is a unique resource for representation of the City of Fort Lauderdale. We truly appreciate the opportunity to continue working in partnership with your staff, Mayor, Commission and City Manager.

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References

Provide at least three references, preferably government agencies, similar in scope as listed in this RFQ. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Major accomplishments and challenges experienced representing said government agency.

City of Coconut Creek

Bernadette Hughes, Assistant City Manager
4800 West Copans Road, Coconut Creek, FL 33063
Phone: 954-973-6720/ Fax: (954) 973-6777
bhughes@coconutcreek.net

Success: ECI was instrumental in ensuring local governments in Broward County received a local revenue share distribution to offset gaming impacts under the State Compact with the Seminole Tribe over a decade ago. In 2021, we were instrumental in ensuring Coconut Creek's local revenue share percentage remained intact under the new 30-year Compact and implementing Legislation passed in Special Session A. We met with the Governor's office, organized a coalition of stakeholders, formed a messaging strategy, and met with key Delegation members prior to the Special Session. While other local governments did see a redistribution- Coconut Creek and Coral Springs were both protected in the legislation which passed.

City of Coral Springs

Frank Babinec, City Manager
9500 West Sample Road, Coral Springs, FL 33065
Phone: 954-344-1142/ Fax: 954-344-1043
fbabinec@coralsprings.org

Success: In 2019, we successfully passed HB 487 on behalf of the City in its first year of introduction, which ensured law enforcement teams have the resources they need to respond to mass shootings and other violent events. We also worked with Senator Book to make limited but important progress in furthering mandatory certification for sober homes in continuation of Mayor Skip Campbell's advocacy on the issue. In the past five years, ECI has successfully secured over \$2.2 million of city funding in budgets passed by the Legislature, however a portion of these projects were included in veto messages. We've also worked to ensure adequate funding of Charter School Capital Outlay on behalf of the City's Charter School.

City of Pembroke Pines

Charlie Dodge, City Manager
601 City Center Way, Pembroke Pines, FL 33026
Phone: 954-450-1040/ Fax: 954-437-1149
cdodge@ppines.com



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Success: We have represented the City as well as its Charter School System for over 15 years. In the past five years, we have been successful in securing over 3.4 million in funding passed by the Legislature for the city. However, a portion of the projects were included in veto messages. The Pembroke Pines Charter School System is unique in that it is one of the only municipally owned and operated systems in the state. It provides students from all over the county with an A+ rated education but does not have access to local millage revenue that supports public schools. In the past five years, we've worked to increase funding year-over-year in both education and capital outlay, educated our Delegation members and other state lawmakers on this unique asset, and have closely monitored all legislative and budget proposals on charter schools for negative impacts specifically on their schools.

Broward County

Marty Cassini, Director of Intergovernmental Affairs
 115 South Andrews Avenue, Ft. Lauderdale, FL 33301
 Phone: 954-357-7575/ Fax: 954-357-6573
mcassini@broward.org

Success: Dave and Candice have served on the contract team for Broward County for over 20 years. We provide the County with around-the-clock representation during the Legislative Session. We identify and address many unforeseen issues that affect the County as they arise. In the past five years, we've been successful in a number of legislative and budget proposals related to preemptions, unfunded mandates, opioid abuse, resilient infrastructure, natural gas fuel rebates, Port Everglades, the Fort Lauderdale/Hollywood International Airport, public transit, COPCN for Non-emergency Medical Transportation, sober home licensure, sheriffs budgets, coral reef protection, and more. Our team serves as a resource for County information for the Florida Ports Council, Airports Council, and Florida Public Transit Association. One such success included the 2017 extension of turnpike revenue allocations to the County, which was at risk of sunset prior to our involvement. In 2016, we successfully facilitated meetings between the Port and Legislature and worked to ensure passage of a bill that raised minimum Florida Seaport Transportation & Economic Development (FSTED) funding from \$15 million to \$25 million. In 2020, we successfully defeated a sunset of the Child Protective Services program statutes and ensured Broward Sheriff's Office input was incorporated into the final bill. Additionally, Candice served as the Chair of Broward Days for the 2019 and 2020 Legislative Session, with a renewed effort that brought a resurgence to these advocacy and closely involved County Commissioners and staff.

Palm Beach County

Todd Bonlarron, Assistant County Administrator
 301 North Olive Ave., Suite 1101, West Palm Beach, Florida 33401
 Phone: 561-355-3451/ Fax: 561-242-7171
tbonlarr@pbcgov.org



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Success: ECI was one of the first firms hired on the Palm Beach County lobbyist contract team, and we have continued to serve the County since. We are proud to be a “go-to” firm for the County on any issue they may need assistance with in addition to any formal assignments. In the past five years, we’ve been successful for the County in legislation related to preemptions, unfunded mandates, public safety, environment, economic development, public transit, transportation disadvantaged, and more. Since 2013, ECI successfully assisted the County in passing key legislation and funding to further efforts to regulate sober homes or “recovery residences.” This included passage of HB 21 in 2015, which created voluntary certification, and subsequent bills which improved upon it in 2017 (HB 807), 2019 (HB 369), and 2020 (SB 1120). In the past five years, we’ve also been successful in defeating legislation that would adversely impact local ordinances, securing appropriations for re-entry and mental health services, and more.

Florida Association of Counties

Davin Suggs, Legislative Director
 100 South Monroe Street, Tallahassee, FL 32301
 Phone: (850) 922-4300
dsuggs@fl-counties.com

Success: ECI works hand-in-hand with the Florida Association of Counties staff year-round to assist both them and local governments statewide in accomplishing their state legislative goals. We’ve had numerous successes on FAC’s behalf, many of which are detailed under our experience. We also provide assistance wherever needed, whether providing extra support at legislative conferences or gathering specific information from our counties on issues.

Broward Health

Ashley Boxer, Director of Governmental Relations
 303 SW 17th Avenue, Ft. Lauderdale, FL 33316
 Phone: 954-355-4174/ Fax: 954-355-4774
aboxer@browardhealth.org

Success: ECI has been instrumental in numerous successes for Broward Health throughout the 20 years we have worked on their legislative team. In the last five years, successes have included: ensuring funding for important programs, such as the Low-Income Pool, Kidcare, and Early Steps; and defeating special district and property tax legislation that would have negatively impacted the hospital system. We worked as part of a successful coalition that helped defeat adversarial efforts by private hospitals to take funding and market share away from public safety-net hospitals, particularly proposals from Governor Scott and Speaker Corcoran from 2015-2017. In 2018 we helped defeat a proposal by the Constitutional Revision Commission that would have required reauthorization of all special taxing districts every 10 years. In 2018 and 2019, we also specifically assisted Broward Health’s new leadership in fostering relationships at the local level to help shape a new hospital system better built to serve the community. We advised the in-house staff on upcoming meetings, discussions, opportunities, and community involvement. We have also been successful in



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using our relationships to solve issues at the County level, specifically in emergency management.

South Florida Regional Transportation Authority (SFRTA)

Steven Abrams, Executive Director
 800 NW 33rd Street, Suite 100, Pompano Beach, FL33064
 Phone: 954-788-7918/ Fax: 954-786-7505
abramss@sfrta.fl.gov

Success: ECI has represented SFRTA since before its inception, helping to pass its enacting legislation. We have enjoyed many successes on their behalf, however within the past five years: In 2017, we successfully passed HB 695 on SFRTA's behalf while simultaneously successfully defending SFRTA from various attacks in both legislation and budget proviso that would have negatively impacted its procurement processes and contracts due to misinformation spread by an unsuccessful vendor. In 2019, we successfully ensured passage of HB 311, which modified crash reporting to enable trains to get back up and moving faster after a traffic incident.

Town of Davie

Richard J. Lemack, Town Administrator 6591 Orange Drive, Davie, FL 33314
 Phone:954-797-1023
richard_lemack@davie-fl.gov

Success: In the past five years, we have been successful in securing \$420,000 in funding passed by the Legislature for the Town. However, a portion of the projects were included in veto messages. In 2020, we worked to ensure local control was protected in a bill which created holiday exemptions for fireworks so the Town could continue to ensure the safety of its equestrian community. In 2015, we successfully worked with FDOT to enable the town to designate a portion of Davie Road as a Purple Heart Trail and post signage indicating the designation.

Seminole County Sheriff's Office

Bob Cortes, Sr. Administrator, Governmental & Public Affairs
 100 Eslinger Way, Sanford, FL 32773
 Phone: 407-665-6876
BCortes@seminolesheriff.org

Success:In 2020, we ensured successful passage of SB 1286- Contraband in Specified Facilities, which closed critical loopholes involving hemp, cell phones, and vaping devices. This included: securing sponsors; ensuring the bill was scheduled, heard, and passed out of each committee of reference; and ensuring the bill was passed off the floor of each Chamber. Additionally in 2020, we successfully amended HB 625- Public Nuisance to allow sheriffs to directly file public nuisance suits and helped support the passage of the amended bill. On behalf of Sheriff Lemma in 2019, we successfully amended the School Safety package (SB 7030) to enable sheriff office employees to be School Safety Specialists, which had previously



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been an exclusive responsibility of school board employees. Finally, as chair of the Statewide Opioid Task Force appointed by the Attorney General, the number one priority of Seminole County Sheriff has been perfecting the “soft handoff” between law enforcement and substance abuse treatment in order to achieve lasting public health outcomes that avoid individuals continuously burdening the system. On behalf of Sheriff Lemma in 2019 and 2020, we coordinated several high level meetings that furthered opioid crisis response advocacy within the state.



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Minority/Women (M/WBE) Participation

If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

Our firm is not a certified minority business enterprise as defined by the Florida Small and Minority Business Act of 1985. Very few firms specialize in our industry and even fewer firms are certified under this particular section of Florida Statutes, presenting a significant challenge to meeting procurement goals. Our team did make in effort in determining who would qualify under this statute and would welcome the opportunity to contract with certified firms. While we do not meet certification, we are proud of the multi-cultural diversity of the City we applaud all policies that encourage economic mobility for minority and women-owned businesses.



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Subcontractors

At this time, ECI does not plan to subcontract with another firm. However, we look forward to working any and all firms chosen for the contract lobby team and are happy to accommodate any arrangement the City feels best in executing the contract goals should we be honored to continue working for the City.



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Required Forms

A. Proposal Certification

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Total Bid Discount (section 1.05 of General Conditions):

Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions):

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	05/07/2021				
2	06/01/2021				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Candice Ericks

Name (printed)


Signature

06/02/21

Date

Vice President/ Managing Partner

Title

Revised 4/28/2020

Question and Answers for Bid #12519-711 - State Legislative and Executive Branch Representative Services

Overall Bid Questions

Question 1

My company does not meet all of the qualifications for this bid. I normally partner with a larger firm to compete for this type of solicitation. Should my larger qualified partner respond directly, or can I respond with my partners qualifications in order to be in compliance (Submitted: May 15, 2021 3:31:56 PM EDT)

Answer

- The larger qualified firm would place the bid, with the acknowledgement that they will be subcontracting a firm for specialized services. (Answered: May 18, 2021 7:48:43 AM EDT)

Question 2

: Who has the current contract that is expiring and what is the current fee? (Submitted: May 15, 2021 3:33:06 PM EDT)

Answer

- The current contracts are:
Ericks Consultants, Inc., \$40,000 annual fee
Ronald L. Book, P.A., \$40,000 annual fee
The August Company, LLC., \$17,500 annual fee.

Please Note: This bid is currently being bid as a Request For Qualifications (RFQ), whereas price is not a determining factor. (Answered: May 18, 2021 7:48:43 AM EDT)

Question Deadline: Jun 3, 2021 5:00:00 PM EDT



City of Fort Lauderdale • Procurement Services Division
 100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
 954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFQ No. 12519-711

TITLE: State Legislative and Executive Branch Representative Services

ISSUED: May 7, 2021

This addendum is being issued to make the following change(s):

1. The opening date (last date of bid) has been changed to June 11, 2021.
2. New Zoom Opening Date information:

BID OPENING: Join ZoomGov Meeting - BEST IF USED IN CHROME, EDGE OR DIRECTLY IN ZOOM APP .

When: JUNE 11th , 2021 at 2:00PM Eastern Standard Time

Join ZoomGov Meeting

<https://fortlauderdale.zoomgov.com/j/1608330812?pwd=NUIiWHpNTjdtK2NVSmVEShdRR2ltdz09>

Meeting ID: 160 833 0812

Password: 929117

JOIN BY TELEPHONE

US: +1 669 254 5252 or +1 646 828 7666 or +1 669 216 1590 or +1 551 285 1373

For additional information go to www.BidSync.com.

All other terms, conditions, and specifications remain unchanged.

Erin M. Saey
 Procurement Specialist

Company Name: Ericks Consultants Inc

(please print)

Bidder's Signature: _____

Date: 06/10/2021



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 2

RFQ No. 12519-711

TITLE: State Legislative and Executive Branch Representative Services

ISSUED: June 1, 2021

This addendum is being issued to make the following change(s):

1. Section 4.2.8 in Required Forms
 - a. Section B. Cost Proposal is **OPTIONAL** as this is a Requisition for Qualifications (RFQ).

All other terms, conditions, and specifications remain unchanged.

Erin M. Saey
Procurement Specialist

Company Name: Ericks Consultants Inc
(please print)

Bidder's Signature: 

Date: 06/10/2021



Section 8

B. Cost Proposal (Optional)

Ericks Consultants Inc proposes to provide all services listed in Section 3.2 of RFQ# 12519-711 and deliverables listed in Section 3.4 of RFQ#12519-711 for an all-inclusive fee of \$60,000 per year. We are happy to discuss this proposed cost with the City if so desired.

Section 8



C. Non-Collusion Statement

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

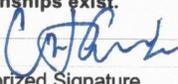
NAME

RELATIONSHIPS

Dave Ericks
Candice Ericks
Lauren Jackson

N/A
N/A
N/A

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.


Authorized Signature

Vice President/ Managing Partner
Title

Candice Ericks
Name (Printed)

06/02/21
Date

Section 8



D. Non-Discrimination Certification Form

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.


Authorized Signature

Candice Ericks, Vice President/Managing Partner
Print Name and Title

06/02/21
Date

Section 8



E. Local Business Preference (LBP)

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- | | | |
|-----|------------------------|--|
| (1) | Ericks Consultants Inc | is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt |
| | Business Name | and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (2) | | is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees |
| | Business Name | and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (3) | | is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within |
| | Business Name | 10 calendar days of a formal request by the City. |
| (4) | | requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within |
| | Business Name | 10 calendar days of a formal request by the City. |
| | | requests a Conditional Class B classification as defined in the City of Fort Lauderdale |

(5)
Business Name

Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)
Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:

PRINTED NAME

TITLE

SIGNATURE:

DATE:

Section 8



F. Contract Payment Method

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms. *

Please indicate which credit card payment you prefer:

MasterCard

Visa

Ericks Consultants Inc

Company Name

Candice Ericks

Name (Printed)

06/02/21

Date


Signature

Vice President/ Managing Partner

Title

*Please see attached letter



June 6, 2021

Erin Saey
Procurement Specialist
City of Fort Lauderdale Procurement Services Division
100 N. Andrews Avenue, #619
Fort Lauderdale, FL 33301

Re: Contract Payment Method - RFQ #12519-711 State Legislative and Executive Branch Services

Ms. Saey,

Ericks Consultants, Inc. currently does not have the capability to accept payment by credit card. Payment via check is the customary payment method in our industry and the current payment method used by the City of Fort Lauderdale and our firm under our current contract. We would prefer to continue with this payment method practice via check. We are happy to discuss alternate payment options further if so desired by the City.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Candice Ericks", is written over a light blue circular stamp.

Candice Ericks
Vice President/Managing Partner
Ericks Consultants Inc.
110 SE 6th Street, Suite #1500
Fort Lauderdale, FL 33301

Section 8



G. Insurance Certificate

Section 8



H. W-9 for Proposing Firm

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Ericks Consultants Inc	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) Post Office Box 10131 City, state, and ZIP code Tallahassee, FL 32302 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																			
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> </table>	Social security number																	
Social security number																			
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td style="width: 20px; height: 20px;">5</td><td style="width: 20px; height: 20px;">9</td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;">-</td><td style="width: 20px; height: 20px;">2</td><td style="width: 20px; height: 20px;">7</td><td style="width: 20px; height: 20px;">2</td><td style="width: 20px; height: 20px;">2</td><td style="width: 20px; height: 20px;">2</td></tr> </table>	Employer identification number									5	9		-	2	7	2	2	2
Employer identification number																			
5	9		-	2	7	2	2	2											
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																			

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	Signature of U.S. person ▶ Date ▶ 5/24/21

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Section 8



I. Active Status Page from Division of Corporations - Sunbiz.org



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
ERICKS CONSULTANTS, INC.

Filing Information

Document Number 611407
FEI/EIN Number 59-2722222
Date Filed 02/28/1979
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 05/05/1989

Principal Address

205 S ADAMS ST
TALLAHASSEE, FL 32301

Changed: 01/22/1998

Mailing Address

Post Office Box 10131
TALLAHASSEE, FL 32302

Changed: 02/24/2014

Registered Agent Name & Address

ERICKS, DAVID
205 S ADAMS ST
TALLAHASSEE, FL 32301

Name Changed: 07/09/1986

Address Changed: 02/14/1997

Officer/Director Detail

Name & Address

Title P

ERICKS, DAVID
205 S ADAMS ST
TALLAHASSEE, FL 32301

Title 51

ERICKS, CANDICE
205 S ADAMS ST
TALLAHASSEE, FL 32301

Annual Reports

Report Year	Filed Date
2019	02/08/2019
2020	03/17/2020
2021	03/04/2021

Document Images

03/04/2021 -- ANNUAL REPORT	View image in PDF format
03/17/2020 -- ANNUAL REPORT	View image in PDF format
02/08/2019 -- ANNUAL REPORT	View image in PDF format
03/06/2018 -- ANNUAL REPORT	View image in PDF format
04/06/2017 -- ANNUAL REPORT	View image in PDF format
04/09/2016 -- ANNUAL REPORT	View image in PDF format
04/16/2015 -- ANNUAL REPORT	View image in PDF format
02/24/2014 -- ANNUAL REPORT	View image in PDF format
03/25/2013 -- ANNUAL REPORT	View image in PDF format
02/26/2012 -- ANNUAL REPORT	View image in PDF format
04/04/2011 -- ANNUAL REPORT	View image in PDF format
02/18/2010 -- ANNUAL REPORT	View image in PDF format
03/03/2009 -- ANNUAL REPORT	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format
04/23/2007 -- ANNUAL REPORT	View image in PDF format
04/10/2006 -- ANNUAL REPORT	View image in PDF format
04/25/2005 -- ANNUAL REPORT	View image in PDF format
04/26/2004 -- ANNUAL REPORT	View image in PDF format
04/21/2003 -- ANNUAL REPORT	View image in PDF format
04/22/2002 -- ANNUAL REPORT	View image in PDF format
04/17/2001 -- ANNUAL REPORT	View image in PDF format
04/03/2000 -- ANNUAL REPORT	View image in PDF format
03/10/1999 -- ANNUAL REPORT	View image in PDF format
10/19/1998 -- ANNUAL REPORT	View image in PDF format
01/22/1998 -- ANNUAL REPORT	View image in PDF format
02/14/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format

Section 8



Attachment A: E-Verify

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: 12519-711

State Legislative and Executive Branch
Representative Services

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder 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.

Contractor/Proposer/ Bidder Company Name: Ericks Consultants Inc

Authorized Company Person's Signature: 

Authorized Company Person's Title: Vice President/ Managing Partner

Date: 06/02/21

9/15/2020

REFERENCES

A minimum of three (3) references shall be provided:

1. Company Name: City of Coconut Creek

Address: **4800 West Copans Road, Coconut Creek, FL 33063**

Contact: **Bernadette Hughes, Assistant City Manager**

Phone #: **954-973-6720** Email: **bhughes@coconutcreek.net**

Contract Value: **\$36,000/yr** Year: **2020-2022**

Description: **ECI was instrumental in ensuring local governments in Broward County received a local revenue share distribution to offset gaming impacts under the State Compact with the Seminole Tribe over a decade ago. In 2021, we were instrumental in ensuring Coconut Creek's local revenue share percentage remained intact under the new 30-year Compact and implementing Legislation passed in Special Session A. We met with the Governor's office, organized a coalition of stakeholders, formed a messaging strategy, and met with key Delegation members prior to the Special Session. While other local governments did see a redistribution- Coconut Creek and Coral Springs were both protected in the legislation which passed.**

2. Company Name: City of Coral Springs

Address: **9500 West Sample Road, Coral Springs, FL 33065**

Contact: **Frank Babinec, City Manager**

Phone #: **954-344-1142** Email: **fbabinec@coralsprings.org**

Contract Value: **\$40,000/yr** Year: **2019-2022**

Description: **In 2019, we successfully passed HB 487 on behalf of the City in its first year of introduction, which ensured law enforcement teams have the resources they need to respond to mass shootings and other violent events. We also worked with Senator Book to make limited but important progress in furthering mandatory certification for sober homes in continuation of Mayor Skip Campbell's advocacy on the issue. In the past five years, ECI has successfully secured over \$2.2 million of city funding in budgets passed by the Legislature, however a portion of these projects were included in veto messages. We've also worked to ensure adequate funding of Charter School Capital Outlay on behalf of the City's Charter School.**

3. Company Name: City of Pembroke Pines

Address: **601 City Center Way, Pembroke Pines, FL 33026**

Contact: **Charlie Dodge, City Manager**

Phone #: **954-450-1040** Email: **cdodge@ppines.com**

Contract Value: **\$84,000/ yr** Year: **2014-2022**

Description: We have represented the City as well as its Charter School System for over 15 years. In 2020, we worked successfully to advocate for the Governor's veto of HB In the past five years, we have been successful in securing millions in funding passed by the Legislature for the city. However, a portion of the projects were included in veto messages. The Pembroke Pines Charter School System is unique in that it is one of the only municipally owned and operated systems in the state. It provides students from all over the county with an A+ rated education but does not have access to local millage revenue that supports public schools. We've worked to increase funding year-over-year in both education and capital outlay, educated our Delegation members and other state lawmakers on this unique asset, and have closely monitored all legislative and budget proposals on charter schools for negative impacts specifically on their schools

4. Company Name: Broward County

Address: 115 South Andrews Avenue, Ft. Lauderdale, FL 33301

Contact: Marty Cassini, Director of Intergovernmental Affairs

Phone #: 954-357-7575 Email: mcassini@broward.org

Contract Value: \$72,000/yr Year: 2016-2021

Description: Dave and Candice have served on the contract team for Broward County for over 20 years. We provide the County with around-the-clock representation during the Legislative Session. We identify and address many unforeseen issues that affect the County as they arise. In the past five years, we've been successful in a number of legislative and budget proposals related to preemptions, unfunded mandates, opioid abuse, resilient infrastructure, natural gas fuel rebates, Port Everglades, the Fort Lauderdale/Hollywood International Airport, public transit, COPCN for Non-emergency Medical Transportation, sober home licensure, sheriffs budgets, coral reef protection, and more. Our team serves as a resource for County information for the Florida Ports Council, Airports Council, and Florida Public Transit Association. One such success included the 2017 extension of turnpike revenue allocations to the County, which was at risk of sunset prior to our involvement. In 2016, we successfully facilitated meetings between the Port and Legislature and worked to ensure passage of a bill that raised minimum Florida Seaport Transportation & Economic Development (FSTED) funding from \$15 million to \$25 million. In 2020, we successfully

defeated a sunset of the Child Protective Services program statutes and ensured Broward Sheriff's Office input was incorporated into the final bill. Additionally, Candice served as the Chair of Broward Days for the 2019 and 2020 Legislative Session, with a renewed effort that brought a resurgence to these advocacy and closely involved County Commissioners and staff.

5. Company Name: Palm Beach County

Address: **301 North Olive Ave., Suite 1101, West Palm Beach, Florida 33401**

Contact: **Todd Bonlarron, Assistant County Administrator**

Phone #: **561-355-3451** Email: **tbonlarr@pbcgov.org**

Contract Value: **\$35,000** Year: **2014-2021**

Description: **ECI was one of the first firms hired on the Palm Beach County lobbyist contract team, and we have continued to serve the County since. We are proud to be a go-to firm for the County on any issue they may need assistance with in addition to any formal assignments. In the past five years, we've been successful for the County in legislation related to preemptions, unfunded mandates, public safety, environment, economic development, public transit, transportation disadvantaged, and more. Since 2013, ECI successfully assisted the County in passing key legislation and funding to further efforts to regulate sober homes or recovery residences. This included passage of HB 21 in 2015, which created voluntary certification, and subsequent bills which improved upon it in 2017 (HB 807), 2019 (HB 369), and 2020 (SB 1120). In the past five years, we've also been successful in defeating legislation that would adversely impact local ordinances, securing appropriations for re-entry and mental health services, and more.**

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
 HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
 NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
 ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

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1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

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- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the 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. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the 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 exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_laureldale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
Candice Ericks	N/A
Lauren Jackson	N/A
Dave Ericks	N/A

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

<p>Candice Ericks Authorized Signature</p> <p>Candice Ericks Name (Printed)</p>	<p>Vice President/ Managing Partner Title</p> <p>06/11/2021 Date</p>
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**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Candice Ericks
Authorized Signature

Candice Ericks, Vice President/Managing Partner
Print Name and Title

06/11/2021
Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

Ericks Consultants Inc.

Company Name

Candice Ericks

Name (Printed)

06/11/2021

Date

Candice Ericks

Signature

Vice President/ Managing Partner

Title

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

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All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

- MasterCard
- Visa

ERICKS CONSULTANTS INC
 Company Name

CANDICE ERICKS
 Name (Printed)

9/23/21
 Date

[Signature]
 Signature

OFFICER
 Title

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1) **Ericks Consultants Inc**
Business Name is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (2) Business Name is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (3) Business Name is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
- (4) Business Name requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
- (5) Business Name requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
- (6) Business Name is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: **Ericks Consultants, Inc.**

AUTHORIZED PERSON:	COMPANY	Candice Ericks	Vice President/ Managing Partner
		PRINTED NAME	TITLE
SIGNATURE:	Candice Ericks	DATE:	06/11/2021

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: **12519-711**

Project Description: **State Legislative and Executive Branch Representative Services**

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder 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.

Contractor/Proposer/ Bidder Company Name: **Ericks Consultants, Inc.**

Authorized Company Person's Signature: **Candice Ericks**

Authorized Company Person's Title: **Vice President/Managing Partner**

Date: **06/11/2021**

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **Ericks Consultants Inc**EIN (Optional): **59-2722222**

Address: **110 SE 6th St. #1500**

City: **Fort Lauderdale**State: **Florida**Zip: **33301**

Telephone No.: **9546483000**FAX No.: **850-224-5971**Email: **candice@ericksconsultants.com**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): **N/A**

Total Bid Discount (**section 1.05 of General Conditions**): **N/A**

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**):

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	05/07/2021				
2	06/01/2021				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Candice Ericks
Name (printed)

06/11/2021
Date

Candice Ericks
Signature

Vice President/ Managing Partner
Title

Revised 4/28/2020

Exhibit C

Ericks Consultants, Inc.

Bid Contact **Candice D Ericks**
candice@ericksconsultants.com
Ph 850-224-0880

Address **205 South Adams Street**
Tallahassee, FL 32301

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs	
12519-711 Fee--01-01	Fee for State Legislative and Executive Branch Representative Services	<p>Supplier Product Code:</p> <p>Supplier Notes: All-inclusive price of \$55,000 per year. \$4,583.33 per month.</p>	First Offer - \$55,000.00	3 / year	\$165,000.00	Y

Supplier Total **\$165,000.00**

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **Ericks Consultants Inc**EIN (Optional): **59-2722222**

Address: **110 SE 6th St. #1500**

City: **Fort Lauderdale**State: **Florida**Zip: **33301**

Telephone No.: **9546483000**FAX No.: **850-224-5971**Email: **candice@ericksconsultants.com**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): **N/A**

Total Bid Discount (**section 1.05 of General Conditions**): **N/A**

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**):

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	05/07/2021				
2	06/01/2021				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the “Take Exception” button.**

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City’s liability for respondent’s direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City’s protest ordinance contained in this competitive solicitation.

Submitted by:

Candice Ericks
Name (printed)

06/11/2021
Date

Candice Ericks
Signature

Vice President/ Managing Partner
Title

Revised 4/28/2020