

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

THIS AGREEMENT, made this 16th day of November, 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 Alcalde & Fay, Ltd. Inc, a Virginia corporation authorized to transact business in the State of Florida, (“Contractor”), whose address and phone number are 2111 Wilson Blvd., 8th Floor, Arlington, Virginia 22201, Phone: 703-841-0626, Email: kurland@alcalde-fay.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 federal 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. 12569-215, Federal Legislative and Executive Branch Representative Services, including any and all addenda, prepared by the City of Fort Lauderdale (“RFP” or “Exhibit A”);
- (2) The Contractor’s proposal in response to the RFP, dated August 20, 2021, (“Exhibit B”).

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 November 16, 2021, and any attachments
- B. Second, Exhibit A
- C. Third, 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 November 16, 2021, and shall end on November 15, 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 B. 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 Professional Liability and/or Errors and Omissions and 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:

By: _____
Assistant City Attorney

WITNESSES:

ALCALDE & FAY, LTD. INC

Signature

Print Name

Signature

Print Name

By: _____
Nancy Prowitt, President and COO

ATTEST:

(CORPORATE SEAL)

Kevin Fay, Vice Chairman and CEO

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by Nancy Prowitt as President and COO for Alcalde & Fay, Ltd. Inc, a Virginia corporation authorized to transact business in the State of Florida.

(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 12569-215

Federal Legislative and Executive Branch Representative Services - Rebid

Bid Designation: Public



City of Fort Lauderdale

Bid 12569-215

Federal Legislative and Executive Branch Representative Services - Rebid

Bid Number	12569-215
Bid Title	Federal Legislative and Executive Branch Representative Services - Rebid
Bid Start Date	Aug 10, 2021 3:58:52 AM EDT
Bid End Date	Aug 20, 2021 2:00:00 PM EDT
Question & Answer End Date	Aug 18, 2021 5:00:00 PM EDT
Bid Contact	Jim Hemphill Sr. Procurement Specialist Procurement Department 954-828-5143 jhemphill@fortlauderdale.gov
Contract Duration	3 years
Contract Renewal	2 annual renewals
Prices Good for	120 days
Bid Comments	<p>The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, for the provision of Federal Legislative and Executive Branch Representative Services to represent the City with the Federal Government to advocate for the City's interests, and to secure funding with an emphasis on federal appropriations and policy, before Congress, the Senate, the White House, and all branches, departments and agencies of the federal government. Such services shall include attending federal legislative committee hearings and meetings, rulemaking proceedings or other administrative or legislative agency meetings. Including Grant services.</p> <p>Added on Aug 16, 2021: Addendum replaced with Signed addendum</p> <p>Added on Aug 17, 2021: Official Addendum 2 has been added to the Documents page. IT delete the Grants services requirements; and extends the opening date. City's Sample contract has also been added to the Documents Page.</p>

Addendum # 1

New Documents	Addendum 1.pdf		
Previous End Date	Aug 16, 2021 2:00:00 PM EDT	New End Date	Aug 18, 2021 2:00:00 PM EDT

Addendum # 2

New Documents	3 Non-Discrimination Certification Form 01 29 2019		
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Addendum # 3

New Documents	SAMPLE CONTRACT SVCS CORP TERM_R101220.pdf Addendum 2.pdf		
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Previous End Date **Aug 18, 2021 2:00:00 PM EDT**New End Date **Aug 20, 2021 2:00:00 PM EDT****Item Response Form**Item **12569-215--01-01 - Federal Legislative and Executive Branch Representative Services**Quantity **1 year**Unit Price Delivery Location **City of Fort Lauderdale**No Location Specified**Qty 1****Description**

Cost to the City : Contractor must quote a firm, fixed, annual fee. This fee will be billed monthly for all services identified in this request for proposal (RFP), all travel costs, which includes travel to and from the city must be included. Annual fee will be divided into 12 equal payments per year.

Contractor shall not be reimbursed or otherwise paid for: internal word processing, data processing or other services such as local telephone services, copies, mail, or postage services, or other basic administrative services that would reasonably be deemed as the Contractor' overhead expense. Contractor will be reimbursed monthly at the agreed upon firm, fixed annual fee.

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is soliciting Federal 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 Federal 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 Proposals (RFP).

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 RFP 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 **James Hemphill** at **(954) 828-5143** or email at jhemphill@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 RFP 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 RFP.

1.5 Pre-proposal Conference and Site Visit

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

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

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 RFP. 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 RFP.

2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

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

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

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 RFP 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

2.12.1 While this contract is for services provided to the department referenced in this Request for Proposals, 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.

2.12.2 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 RFP, 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.

2.12.3 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 vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.12.4 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 Federal 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 Local Business Preference

2.19.1 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 RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

2.19.2 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.

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

2.19.4 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_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

2.19.5 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.

2.20 Disadvantaged Business Enterprise Preference

2.20.1 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:

2.20.2 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.

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

2.20.4 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>

2.20.5 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.
- 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.

- 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 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 1, Class 2, or Class 3 business.

2.21 Protest Procedure

2.21.1 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>.

2.21.2 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

2.22 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.

2.23 Subcontractors

2.23.1 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.

2.23.2 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.

- 2.23.3** 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.

2.24 Proposal Security- N/A

2.25 Insurance Requirements

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 its 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 through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way 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 exposures, 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, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured 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, its officials, 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

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 the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

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, its officials, 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 ten (10) 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 or any surviving obligation of the Contractor following expiration or early termination of the Agreement 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 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for 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 respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed 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 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.

2.26 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.

2.27 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.

2.28 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.

2.29 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.

2.30 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:

2.30.1 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;

2.30.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.30.3 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

2.30.4 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.

2.31 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.

2.32 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.

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

2.34 Contract Period

The initial contract term shall commence upon final execution of the contract by the City and Shall expire three (3) year 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.

2.35 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.

2.36 Service Test Period- N/A

2.37 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.

2.38 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.

2.39 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.

2.40 Ownership of Work- N/A**2.41 Condition of Trade-In Equipment- N/A****2.42 Conditions of Trade-In Shipment and Purchase Payment- N/A****2.43 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 "A") should be completed and submitted with Proposer's response to this RFP.

2.44 Service Organization Controls – N/A**2.45 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.

2.46 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 Federal 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, for the provision of Federal Legislative and Executive Branch Representative Services to represent the City with the Federal Government to advocate for the City's interests, and to secure funding with an emphasis on federal appropriations and policy, before Congress, the Senate, the White House, and all branches, departments and agencies of the federal government. Such services shall include attending federal 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 Congress, the Senate, the White House, and executive departments, agencies, offices, commissions, and other governmental units of the federal government with respect to all matters contained within City's federal 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 federal legislative program and issues to members of Congress, the Senate, White House, and executive departments, agencies, offices, commissions, and other governmental entities on the federal level.
3. Upon request, draft letters/templates regarding issues of interest and concern to the City; thank you letters after meetings; letters of appreciation; and letters of support.
4. Upon request, arrange meetings for City Commissioners, City officials and designated city staff, with appropriate members and officials of the federal government.
5. Be available on a 24-hour basis 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 federal level goals.

6. Identify and discuss with City any areas of potential concern or opportunity for obtaining passage of City's legislative priorities, projects, other issues in the federal legislative program.
7. Grant services upon request as follows:
 - a. Identify and report on grant opportunities that the City is eligible to receive from federal agencies.
 - b. Review and edit grant application(s) and provide recommendations that will improve the city's chances of receiving the grant.
 - c. Write grants on behalf of the city.

NOTE: Grant services may be used more or less frequently in any given Contract year. The City estimates that there may be two requests for these services per year.

8. Attend strategy meetings, committee meetings, briefings, and hearings, 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.
9. Consult with City Manager, Contract Administrator, and such other persons designated by the Contract Administrator regarding any federal matter which may impact the City, and take any necessary action, as determined by the Contract Administrator.
10. 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, an end-of-session report upon the conclusion of the Congressional session; and a report relating to any federal issue or project assigned.

3.3 Federal Subject Areas/Issues

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

- a. Appropriations
- b. Aviation Issues/Funding/FTZ Status
- c. Broadband Infrastructure
- d. City Revenue Climate/Water Quality Issues
- e. Criminal/Juvenile Justice Issues
- f. Economic Development/Int'l. Trade Issues
- g. Emergency Management/Disaster Mitigation
- h. Environmental Issues
- i. Finance and Taxation
- j. Grants/Grant Writing
- k. Housing & Community Development
- l. Human Resources/Employee Benefits/FRS
- m. Parks and Recreation
- n. Public Safety/ Immigration
- o. Public Works-General/Funding
- p. Reapportionment/Redistricting
- q. Solid Waste/Recycling/Water & Wastewater Infrastructure Projects

- r. Telecommunications/E-Commerce
- s. Tourism/Commerce
- t. 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 the Congressional session and a more detailed final written report on specific legislation and new requirements affecting the City shall be provided within a reasonable time, not to exceed sixty (60) days from the close of Congressional 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, grants and other federal policies or programs that affect the City and its citizens either directly or indirectly.
3. Provide periodic written reports during the months Congress 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 subcommittee/committee meetings, rulemaking hearings, status of studies, appropriated funds, updates from the White House, and advance notice of proposed legislation, grants, or other funding opportunities.

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 RFP 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 RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. 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 RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. 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 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 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 RFP. 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 RFP.

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 identified in Section 3 of this RFP, and your overall approach to accomplishing the city's goals and objectives. Give an overview on your proposed vision, ideas, and methodology.

Also provide information on your firm's current workload and how the city's work will fit into your workload. Describe available facilities, technological capabilities, and other available resources you will offer to the city.

4.2.5 References

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

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project estimated and actual.

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 Local Business Preference

If your firm is claiming Local Business preference, provide a Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, as well as any other documentation required based upon the classification you are applying for.

4.2.7 Disadvantaged Business Participation

If your firm is a certified disadvantaged business enterprise (DBE), provide copies of your certification(s). If your firm is not a certified DBE, describe your company's previous efforts, as well as planned efforts in meeting DBE procurement goals.

4.2.8 Subcontractors

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

4.2.9 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Non-Collusion Statement

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

C. Non-Discrimination Certification Form

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

D. Local Business Preference (LBP)

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

E. 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.

F. 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.

G. W-9 for Proposing Firm

This form must be completed and returned with your proposal.

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

Provide PDF of current page with your proposal.

J. Disadvantaged Business Enterprise Preference Certification

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.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities, and equipment as part of the evaluation process.

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

<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.	20%
<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.	30%
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 Project Cost	30%
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 RFP process.

END OF SECTION

**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_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 for records 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.

AGREEMENT FOR XXXXXXX

THIS AGREEMENT, made this _____ day of _____ 2019, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and _____ a **Florida corporation** ("Contractor") whose address is _____, **Phone:** _____, **Email:** _____.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, 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 (Form P-0001):

(1) **Invitation to Bid No.** _____, _____ including any and all addenda, prepared by the City of Fort Lauderdale, ("**ITB**" or "**Exhibit A**").

(2) The Contractor's response to the **ITB**, dated _____, ("**Exhibit B**").

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, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated _____, 20____, and any attachments.
- C. Third, Exhibit A
- 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 _____ and shall end on _____. **The City reserves the right to extend the contract for _____ additional ____-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 B. 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 are 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 contract 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 he/she/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 contract 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 contract 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.

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
Procurement Services Division
100 N. 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.

OPTIONAL COVERAGES (for specialty contracts as determined by Risk Management)

Aircraft Liability

Coverage must be afforded in an amount not less than \$5,000,000 per occurrence for any aircraft operations.

Crane and Rigging Liability

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

Cyber Liability

Coverage must be afforded in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Fidelity/Dishonesty and/or Commercial Crime

Coverage must be afforded in an amount not less than \$1,000,000 per loss for dishonest acts of the Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Garage Keepers Legal Liability

Coverage shall be purchased for the Contractor's liability for damage or other loss, including comprehensive and collision risks, to the vehicles while in the care, custody, and control of the Contractor. Coverage form must be on a direct primary basis with limits equal to the highest possible replacement cost value of vehicles in the care, custody, and control of the Contractor at any one time.

Garage Liability

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the Contractor and the Contractor's employees for the Contractor's garage and related operations while any and all vehicles covered under this Agreement are in the care, custody, and control of the Contractor.

Liquor Liability

Contractor shall provide evidence of coverage for liquor liability in an amount not less than \$1,000,000 per occurrence. If the Commercial General Liability policy covers liquor liability (e.g. host or other coverage), the Contractor shall provide written documentation to confirm that coverage already applies to this Agreement.

Physical Abuse, Sexual Misconduct, and Sexual Molestation

Contractor shall provide evidence of coverage in an amount not less than \$500,000 per occurrence.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure

and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Asbestos Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Agreement.

Disposal Coverage

The Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

Hazardous Waste Transportation Coverage

The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

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.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Property Coverage (on-going basis)

Coverage must be afforded in an amount not less than 100% of the replacement value of the property with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Any separate Flood and/or Windstorm deductibles are subject to approval by the City

This policy shall insure the interests of the owner and Lessee in the property against all risk of physical loss and damage and name the City as a loss payee.

The Contractor shall, at the Contractor's own expense, take all reasonable precautions to protect the Premises from damage or destruction.

Watercraft Liability

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

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 he/she/it is qualified to perform the work, that Contractor and his/her/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 contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

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, as may be amended from time to time, 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, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

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 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.

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.

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-Commissioner 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 nonperforming 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

WHEN CONTRACT UNDER \$1M:

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 that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel.

WHEN CONTRACT OVER \$1M:

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 or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), that it is not engaged in a boycott of Israel, 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. 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.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. 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 (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.

CC. Non-Discrimination – FOR USE ONLY IN CONTRACTS OVER \$100K

The Contractor shall not, in any of 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 it 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).
- 2.
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.

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

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

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

Approved as to form:

By: _____
Attorney's Name Here
Assistant City Attorney

WITNESSES:

VENDOR CO. NAME HERE

Signature

By: _____
_____, **President**

Print Name

Signature

Print Name

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by (Name and title of authorized officer) for (Name of corporation), a (whatever type of 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 _____

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

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

E-VERIFY AFFIRMATION STATEMENTRFP/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



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

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

THE COMPLETE DBE 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_S2-185EQOPDIBUEN&showChanges=true

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.
- 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 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.
- 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 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 1, Class 2, or Class 3 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 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)

 (Business Name)

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.

(2)

 (Business Name)

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 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.

(3)

 (Business Name)

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 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.

(4)

 (Business Name)

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 1, Class 2, or Class 3 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.

(5)

 (Business Name)

requests a **Conditional Class 1** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

(6)

 (Business Name)

requests a **Conditional Class 2** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

 AUTHORIZED
 COMPANY
 PERSON:

PRINT NAME

SIGNATURE

DATE

Forms Non-Iso – revised 7/2/2021

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

Section 2-186, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-17-26), 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 for 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' residences 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?](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true)

[nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true)

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 for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
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, 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.
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, 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 bid/proposal. 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 ten (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 ten (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 ten (10) calendar days of a formal request by the City. |
| (4) | | (Business Name) | is 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. |
| (5) | | (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 to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City. |
| (6) | | (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 to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City. |

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

PRINT NAME

SIGNATURE

DATE

Forms Non-ISO – Revised 7/2/2021

**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

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"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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

ADDENDUM NO. 1

RFP No. 12569-215

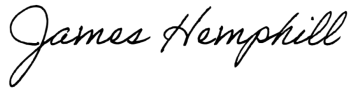
TITLE: **Federal Legislative And Executive Branch Representative Services - Rebid**

ISSUED: 8/13/21

This addendum is being issued to make the following changes:

1. CHANGE: 5.2.2 Weighted Criteria, under Qualifications, change sentence to read:
Qualification of Firm – Firm’s experience in **Federal** 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.
2. CHANGE: 5.2.2 Weighted Criteria, Change from ‘Ability to Meet Objectives’ to **Approach to Scope of Work**
3. The opening date has been changed to **August 18th, 2021**
4. Cost Proposal page
 - a. Clarification: The cost proposal page as indicated in section 2.5 Pricing/Delivery, shall mean the Bidsync Item Response Form.
 - b. Addition: The following shall be added to the Cost to the City description: **This Firm Fixed cost shall include all items required in the solicitation including item 7. Grant Services, to include an average of no more than 2 request per year to review and write grants during the contract term.**
5. Addition: Under 4.2.3 – In addition to the submittal requirements indicated, **Provide information to demonstrate your firms ability 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.**

All other terms, conditions, and specifications remain unchanged.



James Hemphill
Assistant Procurement and Contracts Manager

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

ADDENDUM NO. 2

RFP No. 12569-215

TITLE: **Federal Legislative And Executive Branch Representative Services - Rebid**

ISSUED: 8/17/21

This addendum is being issued to make the following changes:

1. CHANGE: Section III – Technical Specifications / Scope of Services, Item 3.2 (7) – Grant Services upon request as follows: **shall be deleted. Grant services will not be a part of the scope of services on this contract.**
2. Cost Proposal page
Deletion: **Any reference to grant services shall be deleted from the pricing page. Grant services will not be a part of this contract.**
3. Any other reference to Grant Services as a part of this solicitation shall be deleted.
4. Change – Bid opening date has been changed to 8/20/21 – Time remains the same

All other terms, conditions, and specifications remain unchanged.



James Hemphill
Assistant Procurement and Contracts Manager

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Question and Answers for Bid #12569-215 - Federal Legislative and Executive Branch Representative Services - Rebid

Overall Bid Questions

Question 1

Must a proposer fill out and submit the required RFP forms through the online portal or can they be submitted as part of a proposer's PDF proposal submission. We inquire because upon submitting the forms via the online portal, they are no longer accessible to view as filled out with the data disappearing upon sending. To be sure of submission of these forms, may we submit those forms both through our PDF proposal submission and also through the online bidsync portal. (Submitted: Aug 12, 2021 4:25:04 PM EDT)

Answer

- There is no 'hard copy' submittal, all proposals are to be submitted electronically. This is the 1st I hear about such an issue. Please double check with Bidsync, if they can't assist in carrying over the forms, you may have to redo them... please check with them (Answered: Aug 12, 2021 4:51:31 PM EDT)

Question 2

In section 4.2.9 Required Forms, subpart C states that the Non-Discrimination Certification Form must be completed and inserted into this section of the proposal. However, this form is not available in the documents tab. Please clarify if this form is required, and, if so, if that form will be available. (Submitted: Aug 13, 2021 1:27:21 PM EDT)

Answer

- Now attached (Answered: Aug 13, 2021 3:06:28 PM EDT)

Question 3

The RFP anticipates that the City would seek grant services for up to two grants annually. Grant Applications can range from small applications to those that may be hundreds of pages in length. We generally provide full grant services to our clients, but on occasion due to the length and complexity of a particular grant application additional and extensive grant resources may be required. In those situations, does the City contemplate accounting for that in the provision of grant services and as to providing additional budgetary amounts. (Submitted: Aug 13, 2021 4:59:29 PM EDT)

Answer

- This solicitation requires a firm fixed fee for all services as indicated in the solicitation, as well as in the addendum. There will be no additional budgetary considerations for services not accounted for in the response. (Answered: Aug 16, 2021 9:08:09 AM EDT)

- NOTE: by "in the response" we are referring to the one firm fixed fee. (Answered: Aug 16, 2021 10:17:17 AM EDT)

Alcalde and Fay

Bid Contact **Maurice Kurland**
kurland@alcalde-fay.com
Ph 703-841-0626

Address **2111 Wilson Blvd. 8th Floor**
Arlington, VA 20007

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
12569-215--01-01	Federal Legislative and Executive Branch Representative Services	Supplier Product Code:	First Offer - \$40,000.00	1 / year	\$40,000.00 Y Y

Supplier Total **\$40,000.00**

Alcalde and Fay

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

Attachments

Alcalde Fay Submission for Bid 12569-215.pdf

ALCALDE & FAY
GOVERNMENT & PUBLIC AFFAIRS
CONSULTANTS

ALCALDE & FAY

Federal Legislative and Executive Branch Representative Services - Rebid

for

The City of Fort Lauderdale, Florida

SOLICITATION RFP # 12569-215

Mr. Jim Hemphill
Sr. Procurement Specialist
City of Fort Lauderdale, Florida
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

August 20th, 2021

ALCALDE & FAY
GOVERNMENT AND PUBLIC AFFAIRS CONSULTANTS
2111 WILSON BOULEVARD, 8TH FLOOR
ARLINGTON, VIRGINIA 22201
(703) 841-0626

August 20, 2021

Mr. Jim Hemphill
Sr. Procurement Specialist
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301

Dear Mr. Hemphill:

Alcalde & Fay is pleased to submit the following proposal for Federal Legislative and Executive Branch Representative Services to Fort Lauderdale. We have been honored to represent the City in Washington since 2015, and are proud of the advocacy we have conducted for Fort Lauderdale's priorities and projects over the past six years. We welcome this opportunity to be considered to continue to provide our comprehensive lobbying services.

As a federal lobbying firm founded in 1973, our proposal provides a detailed description of our firm's history of successful Washington representation for Fort Lauderdale and other similar communities. It speaks to our particular expertise on behalf of municipalities to obtain and preserve federal funding through appropriations, authorizations, grants, as well as obtaining positive resolution of issues from federal departments and agencies.

Over the course of our firm's history, we have succeeded in helping to obtain millions of dollars in federal funding opportunities for municipalities. We have done so similarly for Fort Lauderdale assisting with the City's public safety, law enforcement, infrastructure, and community development needs including:

- ❖ **\$38.1 million** allocation of Coronavirus State and Local Fiscal Recovery Aid
- ❖ **\$238,031** Sexual Assault Kit Initiative
- ❖ **Designation of 4 census tracts** as "Opportunity Zones"
- ❖ **\$191 million** for a new federal courthouse
- ❖ **\$600,000** Bureau of Justice Assistance (BJA) Grant for acquisition and implementation of body worn cameras
- ❖ **\$1,000,000** Community Oriented Policing Services (COPS) Hiring grant program for eight officers
- ❖ **\$428,010** Assistance to Firefighters Grant (AFG) for wellness and fitness programs

Moreover, with the return of Congressional Member directed spending ("earmarks,") currently **\$6.1 million** has been marked up for Fort Lauderdale's road (\$5.2 million Breakers Avenue Streetscape Project) and water infrastructure (\$900,000 Joint Water Infrastructure Improvement Project), which we know are critical priorities, especially with the water and sewer breaks the City has endured over the past two years.

We are proud of this record of success, as our advocacy involves a multi-prong approach involving constant communication with City. This is consistent with our firm wide approach to our clientele where we assess their needs, identify and advise of funding opportunities, help craft requests, and provide strategic communications to Congress and executive branch decision makers. Moreover, while the scope of this RFP as rebid no longer involves grant services, we provide all of our federal lobbying clients grant services including grant alerts, grant prospecting, application development, drafting, pre-submission and post-award review; along with securing Congressional support to position your grant submissions as competitively as possible.

As such, we welcome this opportunity to provide our history, credentials, and record of success for the City's consideration to continue our federal advocacy for Fort Lauderdale. Having a firm who truly knows your priorities and can convey a project's history and background to Washington decision-makers sets Alcalde & Fay apart. As an independent lobbying firm, we have been representing Florida entities in Washington for over four decades, and through our representation of the City we know that Fort Lauderdale continues to undergo rapid growth and development, while serving as an international travel, business, sports and entertainment destination with your beach, Port Everglades, marine industry, Lockhart/DRV PNK Stadium, and major investments underway such as the new federal courthouse, and War Memorial Auditorium. Also, we are well aware of a proposed combined City/County governmental complex, Las Olas Loop, and the need to address the automobile, train, and marine traffic over and along the New River, and the City's pursuit of new water treatment plant. Further, with continuing new commercial and residential developments in Fort Lauderdale, we know that City services including road and water infrastructure require additional investments, and that accessing any available federal resources is imperative.

With the Administration and Congress continuing to try to further address the impacts of COVID, and at the same time provide for a "once in a generation" "build back better" infrastructure package to include funding toward local community priorities, we know that our representation will continue to produce outstanding results for Fort Lauderdale to achieve the City's priorities.

Finally, with our dedication to serving our clients, our proposal reflects a continuation of value for service for the City with no change in monthly retainer; and maintaining our advocacy for Fort Lauderdale during the pendency of this RFP at no charge even though our contract expired at the end of June, to ensure the City's interests are protected without interruption as major legislation is currently being considered.

Sincerely,

Maurice Kurland, Partner
Kurland@Alcalde-Fay.com

CONTENTS OF THE PROPOSAL

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4.2.2 - EXECUTIVE SUMMARY AND PROPOSAL OVERVIEW

Since 1973, Alcalde & Fay has successfully represented a broad range of public and corporate clients before the federal government. The firm is incorporated as a Virginia, LTD, Corporation, as a national federal government and public affairs firm located a short distance from the nation's Capital, from which all work would be performed for Fort Lauderdale. Our offices are located at 2111 Wilson Boulevard 8th Floor, Arlington, Virginia 22201. Our firm is open from 9:00 am – 6:00 PM ET, although we have employed teleworking and abidance of public health and social distancing requirements in accordance with CDC and local guidelines. Our clients are able to always reach us via telephone: 703-841-0626; fax: 703-243-2874, website: www.alcalde-fay.com, or email: Kurland@alcalde-fay.com.



We were founded by Hector Alcalde, our Chairman, as a bi-partisan firm, after serving as the chief of staff to a Florida Congressman for 11 years. Since then, for forty-eight years, Alcalde & Fay has successfully managed legislative and regulatory issues and represented a broad range of clients before the United States Congress and the Federal Executive branch. The firm has built a distinguished reputation for effective public policy representation of municipalities of all sizes pursuing appropriations, authorizations, and other legislation, as well as grant funding, and resolving issues with federal departments and agencies. Florida Trend magazine, in doing a profile of our firm, cited us as the “Dean of Lobbyists” for Florida communities.

The firm counts 20 partners and professionals on its staff including a former Member of Congress, senior staff from Capitol Hill and the Executive Branch, and presidential appointees who reflect a rich diversity in both background and expertise. The proposed team of Alcalde & Fay Partners and Associates that will be directly involved with our representation for Fort Lauderdale will continue to be led by Maurice Kurland, Partner and Client Team Leader; joined by Former Congressman Skip Bafalis, Partner; Nancy Gibson Prowitt, President and Chief Operating Officer; Paul Schlesinger, Partner; and Jeremiah Van Auken, Associate. Each of these individuals has substantial experience in Washington public policy with years of experience, and bring a wealth of knowledge of municipal government issues to the Fort Lauderdale Client Team. Combined they represent over 150 years of public policy experience, including work at the local, county, state, and federal level.

At the commencement of a client relationship, and annually each year prior to a new Congress, we communicate and work closely with City staff to assess key projects and issues, and strategically assist in the development of a prioritized federal agenda based on our expertise and knowledge of available and expected funding opportunities in an upcoming Congressional session.

With that federal agenda in hand, we use our strong relationships on Capitol Hill with the City's Congressional delegation and other key Members and Congressional committees to advocate for funding through appropriations and authorization bills. In addition, we lobby in support (or opposition) to legislation depending upon benefit or impact to Fort Lauderdale including by drafting, amending, securing of co-sponsorship of bill or amendment language, as well as preparing committee testimony as part of our comprehensive legislative services conducted for over four decades. We similarly ensure the input of our client interests in regard to agency regulations, rulemakings, and policies, including assistance with the preparation of comments and other input to agency decision making.

Moreover, while not part of this RFP as rebid, our legislative services for the City along with all of our municipal clientele, have included access to our full grant services, including weekly grant alerts of competitive funding opportunities that we have researched and compiled into notices of funding availabilities. With so much of federal funding for local communities deriving from federal grant funding, our federal lobbying has inherently involved advocating to support funding for grant programs in annual appropriations, and new grant programs in authorizations bills, as well as working to shape and clarify grant criteria through our contacts within each agency in advance of notices of funding opportunities. Moreover, we have assisted our clients over the years in drafting, reviewing and strategically positioning our client's applications, and for Fort Lauderdale that has included securing numerous letters of Congressional support, and being able to secure post award debriefings.

Moreover, as the City's federal lobbyists we have served not only as your "eyes and ears" in Washington but also your "voice" in conducting outreach to Congressional Members and Department and Agency heads, along with their legislative and agency staff. We look to continue to do so, including as we have done previously prior to COVID to arrange and coordinate for "fly-in" travel to Washington for the Mayor and Commissioners to meet with Capitol Hill and Executive Branch offices to underline key priorities and secure available assistance for City priority projects and issue items.

As part of our federal legislative representation, a critical aspect is monitoring and tracking of federal policy issue developments. As such we provide regular weekly and monthly legislative reports, and even more frequent notifications as issues arise, so that we can advise our clients in line with their federal agenda, or to update their federal agenda to reflect new and emerging opportunities for funding, or to weigh in in support or oppositions to a legislative or regulatory matter that could involve a positive benefit for the City, or alternatively an unfunded mandate or deleterious requirement.

As a federal lobbying firm that is soon approaching its 49th year in business, there is almost no issue or funding priority that we have not had some experience in resolving or securing. This ranges from transportation and water infrastructure to economic and workforce development, housing and education, public safety and emergency response, business and technology,

environment, health and social services, veterans and defense, taxation, parks and recreation, travel and tourism. This breadth of expertise is a great benefit to our local government clients, particularly in developing creative solutions to the most complex problems, and we have used our experience to the advantage of Fort Lauderdale in securing currently pending “community project funding” and surface transportation “member directed funding” with their return this year for two projects totaling a combined \$6.1 million.

In summary, we believe our experience, credentials, approach to representation, and track record in representing municipalities including for Fort Lauderdale for the past six years is a reflection of truly effective representation with measurable results.

4.2.3 – EXPERIENCE AND QUALIFICATIONS

As referenced earlier, Alcalde & Fay, has been conducting federal advocacy for almost five decades, with our founding in 1973 as a Virginia Corporation, LTD. The firm is also registered to do business in the State of Florida, with our representation of numerous Florida public and private entities. Our offices are located at 2111 Wilson Boulevard 8th Floor, Arlington, Virginia with our offices just across the Potomac River a short distance from the White House, U.S. Capitol, and Federal Departments and Agencies. Our clients are always able to reach us via our office telephone: 703-841-0626; fax: 703-243-2874, website: www.alcalde-fay.com, or email: Kurland@alcalde-fay.com.

In response to the RFP’s question about the firm’s sustainable business practices that demonstrate a commitment to conservation, we are proud to represent several associations focused on environmental practices and clean technology, including the Alliance for Responsible Atmospheric Policy and the International Climate Change Partnership led by our Vice Chairman and CEO Kevin Fay. Thus, as a firm we are extremely supportive of sustainable business practices, and have worked to utilize electronic communication and “paperless” practices as much as possible, and within our office space we separate waste for recycling.

Along with Mr. Fay, the firm is comprised of 20 partners, associates and professionals providing comprehensive Congressional and Executive Branch lobbying including appropriations, authorizations, agency advocacy, and grant services to a broad range of public and private clients. We have built a distinguished reputation for effective public policy representation while securing millions of dollars in federal funding for our clients, with a particular expertise in the representation of public bodies including small, medium and large size cities and counties.

Also we are recognized as an independent bi-partisan federal lobbying firm. This has allowed us to lobby effectively for our clients no matter which way the political winds have blown, and clients have sought out our firm knowing that we are highly respected, client focused, have access to key decision-makers, and are dedicated to the upmost integrity and professionalism. Furthermore, our firm takes pride in being one of the most diverse in the federal lobbying arena. Our firm is led by our firm founder, Chairman Hector Alcalde, and our President and Chief

Operating Officer Nancy Prowitt, and a noteworthy percentage of our Partners, Associates, and other personnel are women and minorities, as we provide equal employment opportunity and access for all persons without regard to race, sexual orientation, gender identification, religion, creed, age, marital status, national origin, veteran's status, or disability.

CLIENT TEAM

As with any good organization, our greatest strength and your best assurance of our successful service on behalf of Fort Lauderdale resides in the team that we would assemble to represent your interests in Washington. Although different members of the client team may take the lead on various projects, each of the team members would be knowledgeable about Fort Lauderdale's objectives.

The proposed client team for Fort Lauderdale is **Maurice Kurland, L.A. 'Skip' Bafalis, Nancy Prowitt, Paul Schlesinger, and Jeremiah Van Auken**. Each of these individuals has substantial experience in representing public bodies in Washington and brings a wealth of knowledge of municipal government issues to the Fort Lauderdale Client Team. Moreover, the Client Team leader, Maurice Kurland, has served as the lead lobbyist for Fort Lauderdale since the commencement of our representation of the City since 2015, and will continue to do so, as the City's main point of contact and strategist.

MAURICE KURLAND, PARTNER (TEAM LEADER)



Maurice Kurland, Partner, has been active in government and public affairs since 1991. He has extensive experience on behalf of numerous public bodies and private corporations. His expertise includes economic development and infrastructure, federal appropriations, agency advocacy, grant funding, trade and technology, homeland security, broadcast telecommunications, and international affairs. With his background and experience, he leads several of the firm's longest tenured municipal clients.

Further, Mr. Kurland has applied his business, legal, and political skills for corporate, government, international, and education clients to secure federal funding, shape foreign and domestic policy, and develop new business opportunities. Additionally, having lived on the Southwest U.S. border, he has employed unique public affairs skills for international, county, municipal, and minority-owned clients. His advocacy has assisted clients in securing and preserving millions of dollars in funding on behalf of local governments, airports, non-profits, as well as entities in the agriculture, engineering, health care, homeland security, broadcast and technology, and transportation arenas.

Prior to joining Alcalde & Fay, he served as Senior Legislative Assistant for Congressman Silvestre Reyes (D-TX), a former Chairman of the House Intelligence Committee. Mr. Kurland advised on a broad range of issues that dealt with agriculture, energy, economic development,

criminal justice, affordable housing, labor, small business, veterans, and tribal issues. Also, as the Congressman's Telecommunications and Technology liaison to the Congressional Hispanic Caucus, he focused on mergers, mass media, telecommunications, and technology in schools, as well as specializing in trade and foreign policy issues.

A native of El Paso, Texas, he previously served as an Assistant District Attorney, for the 34th Judicial District of Texas for nearly six years. He supervised two State district courts as a Trial Team Chief. He is a graduate of the "Top-Gun" Litigation and Advocacy School, and was Board Certified by the Texas Board of Legal Specialization. Mr. Kurland has also been involved in grassroots campaigns, fundraising, advance, and field operations for State, Congressional and Presidential campaigns.

He holds a B.B.A. in Accounting from the University of Texas at Austin, and a J.D. from Washington University in St. Louis, Missouri, where he was a member of the Moot Court Board. He is licensed to practice law in the State of Texas, the 5th Circuit Court of Appeals, and the United States Supreme Court. He previously served as a board member of La Clinica Del Pueblo community health center, and is currently a member of the ADL, AJC, and both the Texas and Florida State Societies.

L.A. 'Skip' Bafalis, Partner



A former five-term Congressman from Florida, L.A. "Skip" Bafalis, Partner, has a background that includes business and government representation. He began his political career in Palm Beach County with election to the Florida House of Representatives and then served in the Florida Senate for two terms. He then served ten years in the U.S. Congress and subsequently was the Republican nominee for Governor of Florida in 1982.

In Congress, Mr. Bafalis served on the Public Works Committee, now the Committee on Transportation and Infrastructure, and the Ways and Means Committee. As an active member of the Trade Subcommittee and the Ranking Member of the Public Assistance and Unemployment Compensation Subcommittee, he became known for his expertise in trade and tax matters and authored and managed passage of wide-ranging estate and gift tax legislation, and was responsible for securing the extension of I-75 down through Fort Myers and Naples.

Mr. Bafalis has been lobbying in Washington for more than 30 years, and has extensive experience working on behalf of public clients. He maintains close working relationships with members of the House and Senate, many of whom are former colleagues.

He holds a B.A. degree from St. Anselm's College in Manchester, New Hampshire. His alma mater has honored him with its "Alumni Award of Merit" for his contributions to the school and to the nation.

Paul Schlesinger, Partner

Paul Schlesinger, Partner, is a specialist on transportation and public infrastructure issues. He has served as Staff Director for the House Transportation and Infrastructure Committee, as Subcommittee staff member, Legislative Director, and Legislative Assistant, working on Capitol Hill for fourteen years. With over forty years of public policy experience, he applies his expertise in assisting a variety of clients who benefit from his comprehensive understanding of the Congressional process and the complexities of Federal departments and agencies.

Mr. Schlesinger's appointment to the House Surface Transportation Subcommittee staff and then as Staff Director of the full Committee on Transportation and Infrastructure, gave him a Committee tenure of ten years. During his service in Congress, he worked on, and helped coordinate passage of, several major pieces of legislation, including four highway-transit bills, two Army Corps of Engineers reauthorizations, and the most substantial package of Clean Air Act amendments ever enacted. Since joining Alcalde & Fay, Mr. Schlesinger has become Chair of the firm's Public Client team and has worked on legislation affecting highways, public transit, clean air and clean water, flood control, ecosystem restoration, harbor development, navigation improvements, Superfund, wetlands, coastal pollution, shoreline protection, regulation of the trucking, aviation and pipeline industries and Federal buildings and grounds.

Paul holds a bachelor's degree in Government and Politics from the University of Maryland and continued his studies in the University's Graduate Program in Public Policy Analysis and Public Administration. He heads up the firm's transportation and infrastructure practice group.

NANCY GIBSON PROWITT, PRESIDENT & COO

Nancy Gibson Prowitt, President & Chief Operating Officer, has earned a reputation for being one of Washington's top-tier government relations experts. In her more than three decades with Alcalde & Fay, Ms. Prowitt has successfully led lobbying and public relation efforts for various types of clients, both public (in particular cities and community colleges) as well as private sector companies. Prior to assuming her role as President & COO, she served as Managing Partner from 1994 – 2015.

Before joining Alcalde & Fay, Ms. Prowitt served as a legislative assistant to a senior member of the House Appropriations Committee from Virginia both as a personal office staffer, and then as an Appropriations Committee staffer. She also served as a Regional Communications Manager for the U.S. Chamber of Commerce based in the Chicago suburbs working with the Chairmen of the Chamber implementing the Chamber's messaging throughout the Midwest on public relations tours.

Ms. Prowitt's in-depth knowledge of the Congressional process, combined with her nationwide contacts at both the regional and local levels, gives her a unique and tailored perspective in the formulation, communication and implementation of legislative strategies and initiatives. Her appropriations background as a staffer on the Hill has helped ensure positive results, particularly for public body clients seeking federal funding.

She has also worked in a leadership role on the firm's largest private sector client, the Cruise Lines International Association account. She has an extensive background in association management, and "grass roots" communications campaigns having led a number of the firm's campaigns over the years serving as the Executive Director of the Alliance for Clean Energy (ACE) on acid rain control which was operated out of the firm.

A native of Chicago, Ms. Prowitt holds a B.A. degree from DePauw University in Indiana. She has served on the Board of Directors of the Congressional Award Foundation, and on the Arlington Women's Civic Alliance for 20 years, most recently as President. In 2017, she was appointed by former Governor Terry McAuliffe of Virginia to serve a four-year term on the 16-member Board of Visitors at George Mason University, Virginia's largest public university.

JEREMIAH VAN AUKEN, ASSOCIATE

Jeremiah Van Auken, Associate, works on behalf of several Alcalde & Fay municipal clients on a broad range of issues, including workforce and economic development and public safety. Prior to joining the firm, Mr. Van Auken served as a legislative staff assistant on the Senate Appropriations Committee to three different appropriations subcommittees, including the Subcommittee on Defense. Mr. Van Auken began his public affairs career in local politics as a field organizer on the Campaign of Cincinnati Mayor John Cranley, and thereafter as Political Director for an Ohio State House member.

Mr. Van Auken is a native of South Bend, Indiana and a Cum Laude graduate of Xavier University in Cincinnati, Ohio. While working on his bachelors of arts degree, he interned for Senator Rob Portman of Ohio, then soon after interning for Cincinnati City Councilwoman Amy Murray, and became a member of the Pi Sigma Alpha Political Science Honor Society. At Alcalde & Fay, he assists several public clients to advance their appropriations and authorizing priorities through the legislative process, and provides overall grant assistance.

CONGRESSIONAL AND EXECUTIVE AGENCY RELATIONSHIPS

As mentioned earlier, Alcalde & Fay is recognized as a bi-partisan firm, with partners and associates drawn from both political parties, and having close working relations with key legislators and staff on both sides of the aisle. Moreover, through our extensive representation of clients throughout Florida, our firm is known by the entire Florida delegation and we have great rapport with their staffs. We confer frequently with them about local community issues as well as issues impacting the entire State of Florida.

While Florida Senators Marco Rubio (R) and Rick Scott (R), and Representatives Ted Deutch (D), Debbie Wasserman Schultz (D), and the currently vacant 20th Congressional district seat provide the base of support for implementing Fort Lauderdale's federal legislative agenda, it is critical to have solid working relationships with other senior members inside and outside of the Florida delegation.

At Alcalde & Fay, that is our special value, based not only on our longevity, but our national and international client base, that includes the Cruise Line International Association, and clients that span from California to Florida, Georgia, Texas, Virginia and Washington. We are known as lobbyists who know their way around Capitol Hill, have contacts across the Congress and Executive Branch, and provide innovative solutions to get results. As such, we are well acquainted with key members of Congressional Committees and top Administration officials and staff. For over 40 years, we have worked with leadership and senior staff including the Chairs and Ranking Members of the Appropriations, Transportation and Infrastructure, Environment and Public Works, Homeland Security, Energy and Commerce, Finance, Judiciary, and Ways and Means Committees.



Illustrative of this is the tremendous working relationship the firm has with the House Transportation and Infrastructure Committee Chairman Peter DeFazio (D-OR) along with other senior committee members such as Ranking Member Sam Graves (R-MO), Eddie Bernice Johnson (D-TX), Daniel Webster (R-FL), Frederica Wilson (D-FL) and Don Young (R-AK) with our work on behalf of air and sea ports, major bridge and transportation authorities, and our other public body clientele. Further, we have hosted a number of these Members in our offices including Chairman DeFazio and Congressman Webster, and coordinated meetings for Ranking Member Graves and former Water Resources Subcommittee Chairman Bob Gibbs (OH) to do site visits to our clients, including the Port of Los Angeles.

Our Senior Partner, Former Congressman Skip Bafalis (R-FL), served on the committee (formerly known as the Public Works Committee) as a colleague with Congressman Don Young (R-AK) who is a former Chairman of the Committee. Our Partner, Paul Schlesinger, as a result of representing large California transportation entities including the Golden Gate Bridge Transportation District, has a solid rapport with Senator Dianne Feinstein (D-CA) and her staff, and worked with Vice President Kamala Harris and her staff during her tenure as the Junior Senator from California. Moreover, through his work on behalf of the City of Dallas, Paul has a strong working relationship with Congresswoman Eddie Bernice Johnson and her staff, as she serves as the Senior Member from Texas on the Transportation and Infrastructure Committee. Both Congressman Bafalis and Mr. Schlesinger will be strong assets as part of the Client Team for the City as it seeks to address traffic over the New River and considers the Las Olas Loop, along with other transportation infrastructure alternatives and needs.

Separately, as to Appropriations, and Fort Lauderdale's delegation, our Partner Maurice Kurland, knows Congresswoman Debbie Wasserman Schultz prior to her being first elected to Congress when she was running as a candidate and attending the Democratic National Convention in Boston in 2004, and has respectively worked closely with her staff for over 17 years and that of Congressman Ted Deutch for over ten years since his election to Congress in 2010.

As a result of these types of relationships, we are able to promote Fort Lauderdale's priorities not only to the City's Members of Congress and the Florida Delegation, but also to other Senior Members of Congress outside of Florida who have jurisdiction over issues impacting the City. These long-standing relationships enable us to "stay ahead" of developments of potential interest to Fort Lauderdale, and allow for input while initiatives are in their earliest stages. As a result, we often learn of funding opportunities and policy even before your Congressional Members which allows for early input in the legislative process, shaping of policy, and strategic positioning for formula and discretionary grants.



Our long-term bi-partisan relationships extend into the ranks of political appointees and senior career staff in many of the Federal departments as well. Alcalde & Fay has extensive contacts and significant experience in dealing with the Departments of Agriculture, Commerce, Energy, Homeland Security, Housing and Urban Development, Interior, Justice, Transportation, along with the Environmental Protection Agency (EPA), Federal Communications Commission, and the U.S. Army Corps of Engineers, among others.

These relationships with federal department officials and staff are an asset to the City in your efforts to secure grant funding, fight burdensome regulations, cut through bureaucratic red tape, obtain federal permits, and solve City problems that fall under federal jurisdiction.

Below is an overview of our Federal Legislative and Executive Branch areas of expertise, which we have employed on behalf of Fort Lauderdale, and look to continue to do so to achieve the City's federal agenda priorities.

FEDERAL PROGRAM FUNDING IN ANNUAL APPROPRIATIONS



A core part of our practice is assisting communities in securing funding through the appropriations process. We are experts in helping our clients navigate this process and our efforts have aided our clients in securing funding for multiple projects involving hundreds of millions of dollars over our long history.

With Washington's resumption this year of congressionally-directed appropriations (i.e. earmarks), now deemed as "community project funding," we drew on our years of experience to help Fort Lauderdale and our other clients to navigate this renewed process, and submit projects

across the range of available appropriations bills. While Member directed projects were allowed, Congress limited Members this year to only ten total projects. Thus, we guided the City to not only meet basic submission requirements, but to strategically select among its top priorities that met account criteria, and then described the projects as strategically as possible to showcase their need and value in order to withstand the added scrutiny that these projects would face in this first year.

As such, we were pleased to report to the City at the end of June that the Interior and Environment Appropriations Bill included **\$900,000 for the City's Water Improvements Infrastructure Program – Joint sanitary sewer project (Fort Lauderdale, Oakland Park and Wilton Manors).** **This project was one** of only ten total projects submitted by Congressman Ted Deutch, and indicative of our appropriations experience and skill, as our clients, including Fort Lauderdale, represent 5 out of 31 total water projects for Florida in the marked up bill.

Throughout our firm's history, when "earmark" funding is available, we have helped our clients secure numerous projects amounting to millions of dollars for priority needs out of Appropriations bill that allows for them. Along with the City's sewer projects, we assisted our clients this year to submit over 100 community funding project requests for initial consideration, and overall have over \$70 million in projects pending.

Moreover, as circumstances change on Capitol Hill we never lose focus for our clients, as we assisted and pushed forth the City's priority projects with even greater urgency to Congressman Ted Deutch and Congresswoman Debbie Wasserman Schultz as the other Members of the Fort Lauderdale delegation after the unfortunate passing of Congressman Alcee Hastings (D-FL) in early April.

In the meantime, the FY 2022 Appropriations process will resume early next month with the House taking up its remaining outstanding bills, and the Senate needing to clear all twelve bills, and for any differences to be conferenced. We are closely monitoring and tracking the legislative process for the City, especially as we anticipate that a Continuing Resolution may be required to extend current funding beyond the end of the current Fiscal Year on September 30th, and thereafter approval of a combined Omnibus Appropriations bill.

As we have been doing throughout our tenure representing the City, and even with our contract having expired back at the end June, we are continuing to keep the City fully apprised, and advocating that projects remain intact within any final bill, and that upon enactment for the City to receive critical water infrastructure project dollars.

In the appendix section of this proposal, our Success List showcases our 48-year history of helping our municipal clients secure millions of dollars in appropriations funding for their priority needs.

Also, aside from "earmark" project funding, we have historically always worked with the House and Senate Appropriations Committees to create, enhance or protect federal programs that

provide added opportunities for funding under formula and discretionary grant programs. This is important to the City, including to maintain and bolster such programs as HUD Community Development Block Grant funding, FEMA Emergency Preparedness Grants, Economic Development Assistance, and RAISE (BUILD/TIGER), INFRA, and Bus and Bus facility grants. This is something our firm has accomplished especially during the past ten year “earmark” ban during which only programmatic changes in appropriations were allowed. In fact, along with advocating to maintain overall CDBG funding at over \$3 billion per year, we have secured many specific “programmatic” provisions to benefit our clients – such as ensuring greater flexibility to the U.S. Army Corps of Engineers in selecting projects for its work plan, preserving UASI funding for all of South Florida, urging the Department of Education to give added funding consideration to school districts with aggressive plans to utilize education technology, and providing added flexibility to large transportation management agencies to manage federally funded transportation projects.

AUTHORIZING LEGISLATION

In addition to federal appropriations, specific policies or projects can be secured through authorizing legislation. Authorizing bills are generally taken up every few years, and establish federally authorized projects that are a prerequisite for federal funding. Moreover, they determine priorities, provide for necessary studies, enable greater flexibility, and direct funding for projects. Alcalde & Fay has had tremendous success in securing funding and policy changes for our clients in these authorization bills, the most prominent among them being the Water Resources Development Acts (WRDA) and Surface Transportation Reauthorization (“Highway Bill”) Acts.

The Water Resources Development Act (WRDA) directs the Army Corps of Engineers regarding navigation, flood control, and environmental restoration projects. **Within a future WRDA bill, we could pursue policy provisions that would benefit Fort Lauderdale water and wastewater infrastructure needs whether to have a project or study authorized or toward funding availability.** For example, new funding mechanisms or policies can be adopted to assist localities in need of resources for flood control, water supply, and wastewater projects. In fact, in a previous WRDA bill, we advocated in support of the “Water Infrastructure Finance and Innovation Act” (WIFIA) pilot program that was created to provided localities with additional financing for water projects, where local funding generated from those projects could be used to reimburse the federal government to move water infrastructure projects forward. Elsewhere, we have secured authorization language to allow for U.S. Army Corps Assistance for water infrastructure projects for our clients. Once authorized, funds can be appropriated for each authorized project.

Additionally, we want to mention that just last week, with passage in the Senate of the \$1.2 trillion “Infrastructure Investment and Jobs Act,” it includes \$55 billion in new funding for water and wastewater infrastructure projects to further support Drinking Water and Clean Water State Revolving Loan Programs. While the bill still requires consideration by the House; if passed and

signed into law, it will serve to provide significant new public financing that the City could consider toward a new water treatment plant, and other necessary water infrastructure.

Separately, transportation policy for roads, bridges, and transit projects fall under the multi-year surface transportation authorization bills. In fact, last month, the House Transportation and Infrastructure Committee took up the INVEST in America Act. A five-year, \$547 billion reauthorization, that provides funding for roads and bridges; transit, and rail. This bill is to replace the current FAST Act reauthorization bill that will expire at the end of September. As with our assistance to clients in securing water infrastructure funding, we have had enormous success in assisting our clients to obtain critical funding for their transportation needs. Alcalde & Fay has helped secure hundreds of millions of dollars for our clients through the reauthorization process for: roadway improvements; bridge repairs; retrofits or construction; safe routes to schools; traffic calming; bicycle and pedestrian trails, as well as for bus and bus facilities, bus service, and light rail.

Similar to appropriations in this 117th Congress, member directed transportation projects were allowed to be submitted in March and April for the first time in over ten years as part of the surface transportation reauthorization bill. Working closely with the City's Government Affairs Manager Daphnee Sainvil we advised of project prerequisites, and submission requirements based on our long-time history of success in pursuing these types of projects when they were last made available over ten years ago.

As such, with our assistance the City submitted its priority transportation projects to the Fort Lauderdale Congressional delegation. As referenced above, with the passing of Rep. Alcee Hastings, we directed our advocacy to Reps. Ted Deutch (D-FL) and Debbie Wasserman Schultz (D-FL) to bring full attention to Fort Lauderdale's transportation priorities for inclusion in the INVEST Act. With the mark up of that bill in the Transportation and Infrastructure Committee early last month, we were extremely pleased to advise the City of the inclusion of **\$5.2 million for the Breakers Avenue Streetscape Project**, and it being among the largest Florida road projects (non-Interstate) in the bill.

While additional steps in the legislative process await, including conferencing with the Senate, we are closely tracking and advocating against any removal of projects, or efforts to derail the bill. Especially, to advocate against any objections by the Senate with both Senators Marco Rubio (R-FL) and Rick Scott (R-FL) electing only to submit programmatic or language requests. Upon enactment of the bill, if things progress accordingly the City can look forward to receipt of these significant transportation project dollars.

As a firm, and as further indication of our transportation expertise and capabilities, we currently have projects pending in the INVEST Act that passed the House floor valued at over **\$53 million** for road, bridge, transit, trail, safety, and other transportation priority projects for our clientele. This is in line with the firm's history, where we have helped secure hundreds of millions of dollars in project funding in surface transportation reauthorization bills, as well as favorable

transportation policy provisions that have assisted our clients to secure additional funding under expanded grant eligibility or grant criteria.

Also, the previously referenced “Infrastructure Investment and Jobs Act” if enacted will provide hundreds of millions of dollars in new transportation funding for roads, bridges, transit, as well as toward water infrastructure, broadband, electric vehicle charging toward addressing climate change and advanced transportation. In fact, the proposal makes new investments in bridge reconstruction and repair in line with the President’s goal to prioritize the top “10” most economically significant bridges in the nation, as well as 10,000 smaller bridges for reconstruction and repair.

All of these “infrastructure” areas we know are of interest for the City, and we have been advising the City about this momentous infrastructure package through our legislative updates. Moreover, upon enactment we will assist the City in accessing these dollars. Especially, as we are aware of the City’s need to complete approximately \$600 million in water infrastructure repairs over the next five years, the City’s recent discussion of funding options for construction of an estimated \$432 million new water treatment plant, and the City’s vote to consider the “Las Olas Loop” tunneling project as an innovative means to improve access from downtown to the beach while alleviating street level traffic and congestion. In addition, we are familiar with the current bridge bottle necks over the New River due to increased train traffic, and the exploration of alternatives to a high train bridge including during a meeting that we arranged for Mayor Trantalis and City Manager Lagerbloom and U.S. DOT in 2019.

At the same time, we will continue to direct the City’s attention to major federal grant opportunities such as RAISE (formerly BUILD/TIGER) Grants (“Rebuilding America’s Infrastructure with Sustainability and Equity”) that provide up to \$25 million for significant local or regional transportation projects. In addition, RAISE provides \$30 million for planning grants, and as the City considers various bridge, tunnel, and transportation alternatives to increase access, mobility and safety, securing a planning grant toward evaluating various options we know would be advantageous.

As we have done over the course of our tenure, we will utilize our transportation and infrastructure expertise and grant services that we describe in the below section to assist in the City’s pursuit of financing options as demands grow on City services and the need for updated and advanced infrastructure increases as business and traffic return to pre-COVID levels.

FEDERAL AGENCY ADVOCACY

In addition to Congressional appropriations, authorizations, and stand-alone legislation, the Federal Executive Branch administers hundreds of programs and sets policies, imposes requirements, issues permits, and provides funding reimbursements to local communities representing critical project and budgetary issues for our municipal clients. On their behalf we have helped secure and preserve millions in federal funding, and have assisted them in resolving

a variety of issues with added time and expense at stake involving federal departments. We have assisted on issues that posed significant costs and uncertainty, and have obtained relief or agreement through lobbying of officials within the Army Corps of Engineers, Environmental Protection Agency, Federal Aviation Administration, Federal Emergency Management Agency, Federal Highway Administration, Department of Homeland Security, Department of Housing and Urban Development, Postal Service, Treasury Department, among others.

Specifically, for Fort Lauderdale, an example of this involved the Lockhart Stadium site as it was being constructed for opening as a new soccer stadium for Inter-Miami CF, pertaining to the height of the stadium lighting exceeding FAA restrictions. This stemmed from questions about aviation safety and an initial FAA “notice of presumed hazard” as part of an obstruction evaluation analysis. At the behest of the City Manager, we researched this issue and advocated to our FAA contacts and the City’s Congressional delegation that the lighting of the previous stadium had not been an issue, and led to the FAA and the City being able to work out reasonable accommodations for the lighting and the stadium project was thereby able to proceed.

We provide the following additional examples of recent firm accomplishments advocating to federal agencies for our clientele, indicative of our strong agency advocacy securing positive resolution that we look to continue to provide to meet Fort Lauderdale’s needs:

Boca Raton, Florida

- ❖ **Reversed U.S. Postal Service planned closure and relocation of the Downtown Post Office**

Briefed the City’s Congressional delegation on the vague intentions of the Postal Service amidst lease renewal negotiations with the landlord, and advocated that closure made no operational sense.

Deerfield Beach, Florida

- ❖ **Obtained expedited U.S. Army Corps Permit**

Advocated to the U.S. Army Corps of Engineers that an expedited permit for the City to construct an artificial reef was necessary to preserve \$30,000 in grant funding that otherwise would have lapsed, since the grant required for the project be completed by a date certain, and the permit enabled sufficient time for bid issuance, construction, and project completion.

Lake County, Florida

- ❖ **Obtained expedited FEMA reimbursements of \$7.2 million in outstanding expenditures for Hurricane Irma damage and debris removal**

With the County trying to set its annual budget, but having \$7.2 million in outstanding reimbursements pending, we successfully advocated to FEMA for expediting of these

claims, and over a three-week period secured announcements that the full amount would be available to be drawn down prior to the County's September budget meetings.

Miramar, Florida

❖ **Advocated and helped secure an agreement from the Department Homeland Security (DHS) to construct a parking facility**

To serve an Immigration and Customs Enforcement (ICE) facility in Miramar with few existing available spaces that was disrupting neighboring businesses with illegal parking along adjoining streets, along with pedestrian safety issues, as well as public access to water and restroom facilities. We were able to have these public access issues ameliorated that were otherwise burdening the City to provide crowd control, traffic enforcement, and waste pick up.

"Opportunity Zone Designations"

❖ **Advised and assisted our municipal and county clients with the "Opportunity Zone" program administered by the U.S. Department of Treasury** and the process for submitting applications, that resulted in our Florida clients securing over 25 census tracts, including four that fell within or adjacent to Fort Lauderdale.

Also, Federal departments and agencies frequently make technical assistance available and host webinars to provide useful and updated information about various federal programs. We constantly monitor for these opportunities, and advise our clients so they can access these resources and better position themselves to secure grant or other agency resources as a result. These webinars are usually at no cost, but simply require advance registration, and we have made sure the City is aware of these opportunities. Attached in the appendix is an example of a recent Alcalde & Fay webinar alert that we provided the City about "Green and Complete Streets" hosted by the EPA on August 5th.

FEDERAL GRANTS



While this bid as now framed does not contemplate grant services, we think it important to note that Alcalde & Fay's Grant Services are ones that we have provided to the City for the past six years, and we will continue to do so at no added expense to the City in conducting agency outreach, pre- and post- grant application reviews and securing of

Congressional support with the substantial amount of federal funding available to local communities coming through federally funded formula and discretionary grant programs.

So while "earmarks" in the form of "community funding" or "member directed projects" have now become available for the first time in ten years in a limited way, there remains millions of dollars in federal funding for specific local community needs primarily available through grant

programs directed by federal departments and agencies. In fact, in the American Rescue Plan Act that we discuss below, millions of dollars in new grant funding were made available.

As such, Alcalde & Fay fully employs our grant expertise as part of our lobbying services to secure federal funding for our clients. We utilize a multi- dimensional approach to assist our clients that includes identifying grant opportunities, assist in the preparation of applications, and securing delegation support for submissions, and these services have been utilized effectively by the City.

For Fort Lauderdale, as part of our federal lobbying services, we will continue to provide grant alerts of federal and other grant funding opportunities that exist and are frequently pursued by local governments. Alcalde & Fay continuously prospects and monitors for grants from federal departments and agencies on a daily basis for all of our municipal clients. We directly identify grants through routine contact with agency staff, reviewing of the federal register, and grant program notices. From our research and contacts, we will send the City as we have been doing for the past six years, our Alcalde & Fay Grant Alert for Local Governments on a weekly or more frequent basis of recently issued federal grant opportunities.

We have included in the Appendix a copy of our most recent Alcalde & Fay Grant Alert sent to the City as part of our “This Week in Washington” weekly legislative report that highlights relevant grant funding availabilities that we provide to our clients. It includes our notification to the City of \$3 billion in new and additional economic development grant funding under the American Rescue Plan Act to respond to COVID impacts. As always, we seek to ensure the City is fully aware of new grant funding opportunities that are particularly relevant to the City’s needs, especially in this case among the new programs is the newly created Travel, Tourism, and Outdoor Recreation program setting aside \$750 million to accelerate economic recovery from COVID for communities that rely on travel and tourism,

Moreover, as a grant lobbying strategy, we will frequently meet with federal department staff prior to the issuance of grant availabilities. Engaging in a coordinated program of visitations with agency offices can be critical to a successful grant strategy. These meetings will raise the visibility of the City’s projects and priorities, and often we can shape grant criteria and guidelines while they are being formulated to account for unique client circumstances and needs. Also, we often will glean advance notification of grant criteria and expected dates of issuance. This allows our clients to gain a head start in developing an application, refining their proposals, and submitting an application that is as strong as possible, and ensuring that it reflects Administration funding objectives.

After grant notices are issued, Alcalde & Fay is available to help assist Fort Lauderdale in every step of the grant application process. We work with our clients to secure additional grant application information and clarification about grant criteria. We assist in the drafting of grant narratives, working closely with City staff to provide a grant review by editing and proofing the grant proposals prior to final submission to ensure that project details, budgetary data, and priority needs are presented in the strongest possible way. Moreover, to bolster any competitive

grant application that you submit, we will secure congressional support for Fort Lauderdale applications in the form of letters of support from your congressional delegation. Finally, our grant assistance is comprehensive as we provide post-grant award debriefings and reviews of scoring, and assist with any issues in drawing down awarded dollars.

Our grant services are not limited to the federal level. We are intimately familiar with state grant programs of interest to local communities including those relating to emergency response, recreational trails, and energy efficiency. Also, we have an extensive database of private foundation grant opportunities for initiatives relating to economic development, emergency services, housing, environmental preservation, transportation, water and wastewater infrastructure, parks and recreation, education and art, and museums and libraries.

Our grant services span over 20 federal and state government agencies, and along with private foundations and corporations. We are proud to have assisted Fort Lauderdale in securing over **\$2.3 million** in competitive grants including \$428,010 for firefighter wellness, \$1 million for hiring of police officers, \$600,000 for body worn cameras, and \$238,031 under the sexual assault kit initiative. This is consistent with all of our public body clientele who also have had tremendous grant success, and we provide a sample of these recent grant successes below.

Recent Grant Successes

Alcalde & Fay has assisted its public clients to obtain more than \$50 million in competitive grant funding in recent years. Examples of funding awarded to those Florida local government clients where they pursued specific grant funding opportunities and where we assisted in their applications and garnering Congressional support include:



❖ ***Broward County Public Schools, Florida***

\$700,000 under the DOJ Student, Teachers, and Officers Preventing (STOP) School Violence Program: to enhance threat assessment and intervention teams



❖ ***Cocoa, Florida***

\$400,000 under the EPA Brownfields Assessment Grant program for environmental assessments of sites containing hazardous substances and petroleum



❖ ***Escambia County, Florida***

\$300,000 under the EPA Brownfields Assessment Grant program for environmental assessments of sites



❖ ***Deerfield Beach, Florida***

\$403,892 under the FHWA "Safe Routes to School" program for sidewalks, crosswalks, and bike lanes including signage, striping, and marking



❖ *Lake County, Florida*

\$328,554 under the FEMA Assistance to Firefighter Grant (AFG) program for personal protective equipment to reduce the exposure to COVID-19



❖ *Hallandale Beach, Florida*

\$70,000 under the FEMA Assistance to Firefighter Grant (AFG) program for P-25 compliant mobile interoperable radios



❖ *Hillsborough Community College, Florida*

\$1,680,000 under the Economic Development Administration (EDA) Public Works program for a workforce training center



❖ *Lake County, Florida*

\$1,774,980 under the FEMA SAFER Program to hire 15 new firefighters to fully staff firefighter crews



❖ *Lauderdale Lakes, Florida*

\$250,000 in competitive grant funding under the COPS Hiring Grant Program to hire an additional 2 sworn police officers



❖ *Miramar, Florida*

\$1.5 million under Broward County Redevelopment Grant Program for improvements to Shirley Branca Park and median, streetscape and drainage upgrades.



❖ *Riviera Beach, Florida*

\$130,000 for Body Worn Cameras under Bureau of Justice Assistance (BJA) "Body Worn Camera and Implementation Program."



❖ *Seminole County, Florida*

\$170,000 for the distribution and installation of smoke alarms toward the County's most vulnerable population under the Fire Prevention and Safety Grant Program

FEDERAL BUDGET, AND STIMULUS LEGISLATION – CARES ACT, AMERICAN RESCUE PLAN

Proposed federal budget submissions and stimulus legislation can have far reaching impacts on a municipal government. For Fort Lauderdale, we would monitor and track pertinent pieces of federal legislation for policy ramifications to the City such as the President's proposed American Jobs Plan and American Families Plan, and oppose unfunded mandates or cuts in funding, or

alternatively advocate for new funding availabilities.

Illustrative of this are our efforts since the beginning of the COVID-19 pandemic to advocate for direct state and local coronavirus fiscal aid. While the CARES Act that passed in March of 2020 provided \$150 billion in Coronavirus Relief Funds, it only allowed for states and local governments with populations over 500,000 to receive direct allocations. Thus, we advocated on behalf of Fort Lauderdale in line with the U.S. Conference of Mayors, and National League of Cities, to have aid go directly to every local government including non-entitlement communities. We drafted a template letter for the City's consideration to send to the Fort Lauderdale Congressional delegation, that called for direct aid to every community regardless of population. Upon being finalized and signed by the Mayor, we relayed this letter to Senators Marco Rubio (R-FL) and Rick Scott (R-FL), and Reps. Ted Deutch (D-FL), Alcee Hastings (D-FL), and Debbie Wasserman Schultz (D-FL). Attached in the appendix is a copy of the letter from Mayor Trantalis with City resolution 20-71 calling for direct local coronavirus fiscal relief that we relayed to Congressman Ted Deutch (D-FL) and his legislative staff. We similarly relayed parallel letters respectively to Congresswoman Debbie Wasserman Schultz (D-FL), former Congressman Alcee Hastings (D-FL), and Senator Marco Rubio (R-FL), and Senator Rick Scott (R-FL).

After a year of lobbying on this issue, we were pleased to advise the City of the passage of the American Rescue Plan on March 10th with \$350 billion enacted for Coronavirus State and Local Fiscal Recovery Funds. These funds to be administered by the U.S. Department of Treasury, with \$65.1 billion for municipalities, and allocations based on population to be determined sixty days after enactment of the bill. As such on May 10th, we were further pleased to report that \$38.1 million in funding would be directly forthcoming to Fort Lauderdale (50% this first year).

We also advised on the eligible uses of these funds for COVID impacts, including as specifically set forth in the bill text for "necessary investments in water, sewer or broadband infrastructure."

With the City absorbing significant costs due to COVID impacts, as well as reductions in revenue with the loss of travel and tourism as a major economic driver for the City, including the idling of the passenger cruise ship industry at Port Everglades, and drastic cuts in airline traffic at the Fort Lauderdale-Hollywood International Airport, we know of the importance of flexibility in how these local aid dollars can be utilized. While we reported on the Department of the Treasury's initial guidance issued about the utilization of these dollars, we have been monitoring for additional Treasury guidance to allow for broader definitions of COVID impacts to meet the unique and unforeseen needs of individual communities.

We also advocated in support of other stimulus relief for inclusion in the American Rescue Plan with implications for local communities, and we advised of additional direct economic impact payments, extended enhanced unemployment benefits, funding for vaccinations, and boosts in funding for HUD rental and homeless assistance, and grant funding from the Economic Development Administration, and for Mental Health and Substance Abuse, and Assistance to Firefighter Grant programs.

In particular, we were specifically requested by the City to secure funding relief for Fort Lauderdale's night businesses that were entirely shut down last summer due to COVID social distancing requirements, impacting approximately 120 bars, nightclubs, and live performance theatres. We provided the City's NITE Manager Sarah Spurlock guidance on the SAVE OUR STAGES bill, that would provide forgivable loans to eligible businesses through the Small Business Administration. Moreover, we drafted a proposed letter for the City to put on its letterhead in support of this legislation, with a strong description of the devastating impacts of COVID on Fort Lauderdale's evening businesses. Upon being finalized, we relayed the letter to Senators Marco Rubio (R-FL) and Rick Scott (R-FL), and Representatives Ted Deutch (D-FL), Alcee Hastings (D-FL) and Debbie Wasserman Schultz (D-FL). Upon enactment of the American Rescue Plan, we were extremely pleased to advise of \$1.2 billion for a Shuttered Venue Operators Grant (SVOG) program that would provide assistance to Fort Lauderdale businesses severely impacted by complete closure due to COVID. Furthermore, earlier this month, we were pleased to advise the City that over \$25 million in SVOG grants were awarded to Fort Lauderdale entities, including \$10 million to the Broward Center for the Performing Arts (Performing Arts Center Authority).

Overall, as provisions of the American Rescue Plan were being formulated, the City was able to have its priorities and interests considered with significant federal dollars forthcoming through Alcalde & Fay's lobbying efforts, as we discuss in additional detail in the next section of this proposal – *Federal Legislation, Rulemakings, and Policy*.

FEDERAL LEGISLATION, AGENCY RULEMAKINGS AND POLICY

Federal legislation, agency rules and policy can have broad reaching impacts, both good and bad, on a municipal government. On behalf of Fort Lauderdale, we monitor pertinent pieces of federal legislation and regulatory activity and inform the City of significant developments as they occur. We promote passage, amendment, or revision of any legislation or regulation of particular interest or concern to the City and work to affect a final bill or rulemaking to assure your maximum benefit.

As to federal legislation as a whole, we are well versed in the drafting, introduction, securing of co-sponsorship, and committee, floor and conference process. We have had bills introduced to meet the needs of our clients, and have successfully worked throughout our history to secure co-sponsorship to gain committee consideration, hearings, and mark ups toward floor consideration and final passage. With our monthly reports, and legislative alerts that we discuss below, we keep our clients apprised of legislative proposals, bills, and amendments. In this way, over the course of a session of Congress, we will advise the City to amend or modify federal priorities as needed, and recommend various options to support our advocacy efforts, including adoption of City resolutions or official correspondence on City letterhead to voice support, opposition, or changes to proposed legislation or policy. We assist in the drafting and review of these letters and resolutions including any technical and legislative references, as we noted in the above section regarding asking the City's Congressional delegation for direct aid to local communities for

Coronavirus impacts. Likewise, after the January 6th attack on the U.S. Capitol, at the request of the City we reviewed and provided input on a draft resolution offering condolences for those injured, condemning the attack, and supporting the peaceful transition of the Presidency.

Separately, regulatory activity rulemakings, and agency policy can have broad reaching impacts, both good and bad, on a municipal government. We monitor and track agency regulatory or rule proposals that can impact the City, such as unfunded mandates, burdensome requirements, or cuts in funding. For instance, during a previous Congress we alerted our public entities of the Army Corps of Engineers and Environmental Protection Agency's proposed rule to broadly define "waters of the U.S." that would fall under federal Clean Water Act oversight as opposed to state oversight. We encouraged our clients to review the rule and determine whether it would impact them, and advocated for a reconsideration of the rule to more narrowly define applicable waters, and allow for State regulation that would better recognize local hydrology.

MEETINGS IN WASHINGTON, D.C. WITH CONGRESS AND THE EXECUTIVE BRANCH



While members of the Alcalde & Fay Client Team meet and communicate regularly with the City's Congressional Delegation and Federal Agency officials about City priorities, we also encourage the City to make at least one trip to Washington, D.C. over the course of the year to further underline these needs.

In doing so, Alcalde & Fay will arrange for our clients to meet with Members of their Congressional Delegation, relevant committee staff, national associations and stakeholder groups, and officials in Federal departments and agencies.

We have done so for Fort Lauderdale multiple times prior to COVID, including for Mayor Trantalis and City Manager Lagerbloom with the Department of Transportation to discuss potential alternatives to replacing the existing draw bridge over the New River, and Vice Mayor Moraitis, City Manager Lagerbloom, and Ms. Zoie Saunders with the Department of Education and Department of Labor – Employment and Training Administration Labor regarding available education and training programs for STEM and aviation workforce development.

Prior to any visit by Fort Lauderdale officials, we will discuss and prepare background and "leave behind" documents that articulate the City's objectives, and provide those to Capitol Hill offices and agency staff for their additional information to advance the City's priorities favorably. Especially as meeting times can be limited, we ensure that City agenda items and talking points are prepared, along with follow up materials to ensure positive discussions. At the conclusion of a Washington trip, we will conduct follow up communication with each office visited, and provide a summary memorandum to you of issues covered, and next action items.

While over the past year Capitol and Agency offices have been essentially closed outside of Members and Professional Staff due to COVID, we anticipate that in the fall "in person" meetings

may resume. As such, for Fort Lauderdale we would look to soon arrange a day or two for you to come to Washington to emphasize your priorities. We have discussed this with the City's Government Affairs Manager Ms. Sainvil, and will continue to advise her as Congress and Agency offices open up for in person meetings.

In the meantime, along with email correspondence, we have full videoconference and teleconference capabilities, along with web applications such as Zoom, Webex, and Teams for our lobbying outreach as most Congressional offices and Agencies are still working remotely, and fielding calls and emails. We have utilized these technologies to communicate with these offices and their staff's about City priorities and projects. Understanding travel opportunities to Washington may continue to be limited in the near future, we will continue to meet with Federal policymakers on your behalf to advocate the City's agenda, but also arrange virtual meetings with the Fort Lauderdale delegation, other key Congressional and agency offices. While not a complete substitute for "in person" meetings, these contacts remain quite effective and have provided added flexibility as to scheduling, while maintaining current social distancing and health safety requirements under C.D.C. guidelines and Capitol restrictions.

In sum, while representing Fort Lauderdale, whenever City officials have come to Washington, or during this time when travel has been curtailed, we have used every means available to emphasize priority projects, obtain additional grant guidance, and shape and urge support for programs of interest to the City.

Attached in the appendix are Alcalde & Fay Washington, D.C. "Fly-in" itineraries that we arranged and coordinated as referenced above for the Mayor and Vice Mayor and City Manager Lagerbloom previously for your consideration, that reflect our experience scheduling and coordinating substantive meetings for City officials to underline and advance federal priorities and issues, and for which we will do so again when travel and "in person" meetings in Washington resume.

HEARINGS AND PROVIDING TESTIMONY

As part of our legislative and lobbying services we advise of upcoming hearings of interest, and monitor those proceedings for any issues that arise impacting our clients. On occasion, testimony will be required before a congressional committee or federal agency to explain the importance of a project, or the necessity of a change in policy. We have had extensive experience preparing for testimony for our clients to give before various committees and agencies, or to request specific questions to be asked by Members to witnesses that are testifying with their answers providing important background or justification for our client interests. Moreover, we have had experience providing testimony directly, such as when our CEO Kevin Fay has testified before the Senate Committee on Environment and Public Works.

For the City of Fort Lauderdale, we have advised of upcoming committee organization, hearings and mark ups, and as part of our federal lobbying services we will continue to do so with the

importance we place on letting our client know about committee activity which are the essential first steps in lawmaking.

STRATEGIC ALLIANCES

When needed, Alcalde & Fay works with coalitions and membership organizations in order to garner additional support for a client's initiatives. We routinely participate in meetings, fly-ins, and strategic initiatives with the Florida League of Cities, American Association of State Highway and Transportation Officials, National Association of Counties, National League of Cities, and the U.S. Conference of Mayors, working with them to advance the mutual objectives of our municipal clients. In regard to the CARES Act, and the American Rescue Plan, we advocated in line with their efforts to secure direct coronavirus fiscal recovery aid for local communities.

Likewise, we have advocated for funding or legislation for our public bodies through coalitions with a common interest when advantageous. As an example, we successfully advocated to retain Urban Area Security Initiative funding for all of South Florida, including Broward, Miami-Dade, Monroe, and Palm Beach Counties, leading a successful effort to oppose an effort that would have deprived the region of millions of dollars in homeland security funding, that would have otherwise gone only to the top 10 metropolitan areas of the country.



Furthermore, Alcalde & Fay has experience working with business interests, alliances and community groups in support of projects. As we discuss earlier in this proposal, our named Partner, Kevin Fay, leads two large coalitions comprised of Fortune 500 companies that amplify the individual interests of member companies.

Also, Alcalde & Fay is experienced at coordinating with state lobby teams and has done so when helpful to address policy issues, and in pursuit of all available funding streams for projects. Furtherer, a number of federal funding programs involve block grants to States that involve their administration and review. We are familiar with these programs and the interplay between federal department and Florida agencies such as U.S. Department of Transportation and FDOT, FEMA and the Florida Division of Emergency Management, and the EPA and the Florida Department of Environmental Protection.

As such, whenever there is a need and opportunity to develop a strategic partnership or coordination between Fort Lauderdale and other entities to advance the City's goals, we have the ability and a proven track record to do so.

PAST PROJECTS FOR MUNICIPALITIES OF SIMILAR SIZE AND SCOPE

Alcalde & Fay is known for its representation of Florida entities, and in particular on behalf of municipalities across the country of every size and complexity, from those as small as Treasure

Island, Florida (pop. 6900), to major metropolitan areas such as Dallas, Texas; Virginia Beach, Virginia, and Miami-Dade County, Florida. In regard to communities similar in size to Fort Lauderdale, we cite as references our clients Boca Raton, Deerfield Beach, and Miramar. For communities similar in scope and complexity we want to reference our clients the City of Virginia, Beach and the City of Dallas, Texas, although they are much larger in population, they are respectively a travel and tourist destination encompassing a beach as a major attraction, and a metropolitan area with critical and large infrastructure requirements. For each of these clients we provide comprehensive federal legislative and executive branch services encompassing appropriations, authorizations, grant consulting services, and agency advocacy, and for whom we provide timely representation and fulfill all budgetary requirements under their retainers. We have provided excerpts from our attached success list in the appendix of past projects and accomplishments for each of these clients.

City of Boca Raton, Florida

- ❖ \$1.39 million for a Reverse Osmosis Water Treatment Facility
- ❖ Helped to extend federal participation in beach renourishment project for up to 50 years
- ❖ \$200,000 reimbursement for the preparation of a Design Memorandum for Central Beach
- ❖ \$500,000 for city traffic calming
- ❖ \$950,000 for the Pearl City Master Plan
- ❖ Helped to secure a Special Temporary Authorization from the Federal Communications Commission for continued use of the City's police, fire and rescue wireless services, relieving the City of costly fines while the City finished its application materials
- ❖ Helped to secure Appropriations language to ensure continuation of the FAA (for the specific designation) Contract Tower Program
- ❖ \$1.6 million for an Automated Traffic Management System
- ❖ \$14.85 million for I-95 Interchange/Yamato Road Interchange Project
- ❖ \$13 million for beach renourishment
- ❖ Helped to expedite a U.S. Army Corps permit for marina redevelopment project
- ❖ Prevented closure and relocation of downtown Boca Raton Post Office

City of Dallas, Texas

- ❖ \$97.31 million over 10 years, including "new start" not requested by Administration for flood control project with statutory language requiring Corps to fund project opposed by Administration
- ❖ \$8 million for construction of a new bridge
- ❖ \$13.925 million for construction of a replacement bridge
- ❖ \$83.15 million for construction of a replacement bridge
- ❖ \$11.019 million over ten years, \$6.791 million over Administration request, for study of major flood control project
- ❖ \$1.452 million for water reclamation project not requested by Administration.
- ❖ \$298 million authorization of flood control project, prior to completion of Army Corps study process. Corps process would likely have resulted in a project with more limited scope and federal share of \$51 million
- ❖ \$2.55 million for Army Corp investigations in Dallas Floodway/Upper Trinity River Basin

- ❖ Despite Congressional earmark ban, secured authorization required to overturn unfavorable Army Corps interpretation of previous legislation, thus allowing Corps participation in interior drainage project not generally in its purview

City of Deerfield Beach, Florida

- ❖ \$2.8 million for State Road A-1-A improvements
- ❖ Assisted in successfully challenging the 1996 Census count to instead properly reflect over 50,000 in population, enabling direct federal funding eligibility
- ❖ \$450,000 Universal Hiring Program grant from the Department of Justice
- ❖ \$490,000 for a Hurricane Mitigation Operation Center
- ❖ \$1.5 million for the Dixie Highway Flyover Bridge
- ❖ \$224,834 for firefighting equipment from the Assistance to Firefighters Grant Program
- ❖ \$1.682 million for the preparation of a General Reevaluation Report for Beach Segment 1
- ❖ \$28,860 under the FEMA Fire Prevention and Safety (FP&S) program to implement a “fall prevention” education program for their elderly population
- ❖ \$500,000 under the COPS Hiring Program to hire 4 new officers.
- ❖ \$50,000 under the Florida Recreational Trails program to improve Johnnie McKeithen Trail including pathway renovation and extension of an exercise trail.
- ❖ Secured expedited U.S. Army Corps of Engineers permit that preserved a \$1.8 million Florida Inland Navigation District grant award toward the Sullivan Park expansion project, and allowed for construction of an artificial reef, thereby preserving grant funding that otherwise would have expired.

Miami-Dade County, Florida

- ❖ \$25 million for East-West Rail Corridor
- ❖ \$9.5 million for buses and bus facility
- ❖ \$8 million for construction of Miami-Palmetto Metrorail
- ❖ Assisted in establishment of the McKinney/Homestead homeless facility with funding under the Defense Base Closure Act
- ❖ Assisted in identifying unspent HUD dollars which were targeted for rescission by congress and ensured that the dollars were obligated so that the County did not lose them
- ❖ Helped strike rescission provision that would have reduced Port of Miami Tunnel funding by \$5.8 million of the total \$10.3 million project amount
- ❖ Restored \$19 million in targeted assistance funding for immigration support programs in welfare reform legislation
- ❖ \$4.1 million for the Juvenile Assessment Center National Demonstration Project
- ❖ \$4 million for water and wastewater infrastructure improvements
- ❖ \$3 million for Miami port tunnel
- ❖ \$500,000 for the 7th Avenue Transit HUB
- ❖ \$700,000 for the Miami-Dade Transit Bus Procurement Plan
- ❖ \$33.36 million for Metrorail Orange Line Expansion
- ❖ \$475,000 for Bus Procurement
- ❖ \$1.139 million cumulative for Biscayne Bay Water Quality Assessment Model and Feasibility Study
- ❖ \$30.289 million for dredging of Miami Harbor Channel

City of Miramar, Florida

- ❖ \$16.3 million in cumulative Urban Area Security Initiative grant funding

- ❖ \$1,985,160 under the FEMA SAFER Program to hire 12 new firefighters
- ❖ \$240,000 under the FEMA Assistance Firefighters Grant (AFG) Program for the purchase of an Advanced Life Support Ambulance
- ❖ \$60,000 in competitive grant funding under the Scotts Miracle-Gro GRO1000 Gardens and Green Spaces Award Program to enhance a community garden
- ❖ Secured unanimous support of the Florida Congressional delegation for a floor amendment to the FY2012 House Homeland Security Appropriations that reversed a provision that would have eliminated all UASI grant funding for South Florida
- ❖ Secured language in the FY2012 House Homeland Security Authorization Act ensuring consideration of unique South Florida risk factors in the allocation of DHS UASI funding
- ❖ \$1.5 million under Broward County Redevelopment Program Grant for the redevelopment of Shirley Branca Park (amphitheater) and median, streetscape, and drainage improvements
- ❖ \$41,000 under the Florida EMS Grant program for mechanical CPR equipment
- ❖ Secured an agreement from GSA and ICE to construct a parking structure at the Miramar ICE facility and provide access to bathrooms and water fountains and establishment of an appointment system to alleviate hazardous street parking

City of Virginia Beach, Virginia

- ❖ \$112 million authorization for beach erosion control and hurricane protection project
- ❖ Helped secure 50-year authorization for Army Corps of Engineers maintenance of the Rudee Inlet, ensuring federal cost participation for 50 years
- ❖ Helped secure language to continue funding Sandbridge Beach project periodically for 50 years
- ❖ \$12.933 million for the renourishment of Sandbridge Beach
- ❖ \$4 million - construction funds for Hurricane Protection project's 79th St Outfall
- ❖ Coordinated efforts for Commerce decision to allow construction of Lake Gaston water pipeline
- ❖ \$800,000 for funding of innovative homeless activities
- ❖ \$1 million for the study of a new intermodal center
- ❖ \$7.399 million for the Rudee Inlet Navigation Maintenance Project
- ❖ \$7 million for construction of Southeastern Parkway and Greenbelt
- ❖ \$400,000 for the Norfolk Avenue Bike Trail and \$800,000 for Atlantic Avenue Trails
- ❖ \$4.773 million for the Environmental Restoration for Lynnhaven Inlet project
- ❖ Helped secure language allowing sand from nearby channel to finish hurricane protection project
- ❖ \$200,000 for para-transit for the handicapped
- ❖ \$500,000 for traffic light signalization projects
- ❖ \$363,900 for Virginia Aquarium & Marine Science Center's Stranding Program from the Marine Mammal Rescue Assistance Grant Program via National Marine Fisheries Service
- ❖ \$250,000 to initiate construction of a marine mammal stranding center.
- ❖ \$11.4 million for I-264/Lynnhaven Parkway/Great Neck Road Interchange
- ❖ Worked with Department of Homeland Security to have the Hampton Roads region designated eligible for Urban Area Security Initiative (UASI) Homeland Security Grants
- ❖ \$988,000 for Public Safety Interoperability Technology Upgrades
- ❖ \$750,000 for the Lesner Bridge Replacement project
- ❖ Helped to secure language to allow the City to use its own funds for beach renourishment.
- ❖ Helped to secure authorizing language in MAP-21 that directs each State to consider certain criteria to include evacuation routes serving or adjacent to Armed Forces facilities
- ❖ \$844,000 to finish an analysis to address and prepare for emergencies related to sea level rise from NOAA's Regional Resilience Grant Program

- ❖ \$17.6 million as part of the USACE FY 2018 Work Plan construction funds for the Virginia Beach Hurricane Protection program for beach maintenance and dredging

This breadth of expertise as reflected above in representing municipalities similar in size and scope of projects and priorities is of great benefit to all of our public body clients, particularly in working with Members of Congress and Profession staff in federal agencies, and having experience in securing funding and positively resolving issues on the full range of issues facing a local community.

LOBBYING AND LEGISLATIVE TIMELINE, MILESTONES, AND DELIVERABLES

Beginning on the next page is a chart that outlines our activities, milestones and anticipated deliverables for the City of Fort Lauderdale, using the commencement of the federal fiscal year on October 1.

Time Period	Federal Legislative Agenda – Assessment and Development, Projects, Action Items
Oct-Dec 2021	<ul style="list-style-type: none"> ▪ Discussions with the Government Affairs Manager, and at her direction other key personnel about current projects and priorities. ▪ Provide candid appraisal of specific goals and objectives, and projects to be added, updated or reassessed as to priority. ▪ Assess challenges such as local match, or preliminary status that might impede federal support for defined initiatives. ▪ Assist and further advise on the development, refinement and establishment of the City's formal federal Agenda. ▪ Provide updates on status of Appropriations and Authorizations with start of Fiscal Year (Oct.1) and approaching end of Congressional session, including agency rulemakings and policy. ▪ Ongoing outreach to City's congressional delegation to advocate in regards to outstanding Appropriations and Authorization funding pertaining to the City of Fort Lauderdale agenda. ▪ Continue sending the <i>Alcalde & Fay's This Week in Washington and Grant Alert for Local Governments</i>.
January 2022	<ul style="list-style-type: none"> ▪ Draft federal agenda and begin preparing for appropriations "community project funding" requests to the City's congressional delegation for FY 2023 appropriations legislation. ▪ If Mayor is attending USCM, schedule meetings with Congressional Delegation and Agencies to discuss City priorities. ▪ Identify federal programs of interest to City to advocate to the Administration as it begins the President's budget proposal for the next fiscal year.
Feb-March 2022	<ul style="list-style-type: none"> ▪ Report on Administration's Budget Proposal. ▪ Finalize federal agenda and assist in identifying and submission of project requests to City's delegation, and advocating for City's

	<p>congressional delegation to prioritize and submit requests to the House and Senate Appropriations Committees.</p> <ul style="list-style-type: none"> ▪ Annual trip to the City of Fort Lauderdale to meet with City Manager, Government Affairs Manager, Department Directors and other City staff to discuss federal priorities and advise of Congressional outlook and federal funding availabilities, and present legislative agenda and priorities to Commission Conference meeting. ▪ Meet with City's congressional delegation and advocate priorities and project requests, including arranging for elected officials for "Day of Hill and Agency meetings" if attending National League of Cities Conference. ▪ Continue to provide the City <i>Alcalde & Fay's This Week in Washington Legislative Update and Grant Alert for Local Governments</i>.
April - July 2022	<ul style="list-style-type: none"> ▪ Possible separate targeted "Fly-in" of City officials to further advocate the City's federal agenda, and specific appropriations community project funding requests. ▪ Continue to provide the City <i>Alcalde & Fay's Grant Alert for Local Governments</i>. ▪ Monitor and advise of Appropriations project submissions, committee hearings and markups including program funding, and specific Fort Lauderdale "community funding projects." ▪ Continue to inform City staff of relevant rulemakings, legislation and policy that could impact the City of Fort Lauderdale. ▪ Monitor relevant House and Senate Appropriations Committee hearings and markups.
August 2022	<ul style="list-style-type: none"> ▪ While Congress is in recess, continue previous months' work. ▪ Schedule additional trip by Alcalde & Fay to the City to report on existing outcomes and strategize regarding the final months of the session. ▪ Address any pending Fort Lauderdale matters with congressional staff during August Congressional recess when staff are more available for extended meetings month.
September 2022	<ul style="list-style-type: none"> ▪ Continue Advocacy on pending Appropriations, Continuing Resolutions and possible Omnibus Appropriations. ▪ Possible follow up trip for Fort Lauderdale officials to come to Washington. ▪ Monitor and advocate as to final negotiations of spending legislation and other legislation important or impacting the City.
	* Time periods are estimated.

The following tasks are ongoing during the entire 12 months of a Congressional session:

Time Period	Appropriations and Project Funding Action Items
Annual Session of Congress	<ul style="list-style-type: none"> ▪ Communicate regularly with City personnel regarding relevant legislative and/or federal department regulatory developments including providing weekly and monthly reports. ▪ Provide grant support services. ▪ Facilitate visits by congressional delegation and staff for tours and briefings of projects and programs of interest to garner federal support. ▪ Leverage established relationships with associations to advocate legislative requests with Congress and the Administration.

4.2.4 APPROACH TO SCOPE OF WORK

In representing the City for the past six years we are fully aware of Fort Lauderdale's critical legislative, budgetary and policy needs that we summarize as follows:

- ❖ Revenue impacts and business disruptions from COVID
- ❖ Water Infrastructure repair and replacement
- ❖ Road, bridge, and mobility upgrades and innovative transit
- ❖ Addressing homelessness and enhancing public safety

To elaborate, we closely monitor Commission meetings (including "LauderBriefs") and agenda items, along with direct communication with the City Manager, City Government Affairs Manager, and other City Staff, along with the City's elected officials including newsletters and emails that we receive regularly from both Vice Mayor Moraitis, and Commissioner Glassman.

As we discuss elsewhere in the proposal, our knowledge and understanding of the City legislative, budgetary, and policy needs is something with which we are fully versed. We know that the City budget was significantly impacted by the COVID pandemic with business closures and idling of such major business operations as the passenger cruise line industry and its operations at Port Everglades. Moreover, we have followed closely the spate of water and sewer line breaks over the past two years, and discussed various federal funding sources with the City including State Revolving Loan Programs, and potential sources of funding under the American Rescue Plan and American Jobs Plan. As to road, bridge, and mobility upgrades, we arranged for a meeting prior to COVID for the Mayor with the U.S. Department of Transportation to discuss options to address the marine, automobile, and train traffic issues involving the current New River draw bridge, and have followed closely City official visits with the Boring Company, and the recent approval to advance a tunnel project between the downtown and beach. We also continuously have conferred with the City about the issue of homelessness and public safety,

while providing memoranda and updates about available federal resources through HUD, and advising of sizeable increases in funding for homeless services within the American Rescue Plan.

As detailed in section [4.2.3 Qualifications and Experience](#), Alcalde and Fay has a distinguished record of serving the comprehensive federal lobbying needs of its clientele for over four decades, and we are proud that for the past six years that has included our representation of Fort Lauderdale.

We have developed an in-depth understanding of the needs of local government entities, and such knowledge is essential to ensuring the City's success in Washington. With regard to Federal Subject Areas/Issues of which we are most proficient we highlight elsewhere in the proposal our high proficiency with appropriations, authorizations, transportation issues and funding, water and wastewater infrastructure, and overall public works, including housing and community development, parks and recreation, and environmental issues. In each of these areas, we have secured millions of dollars in project funding as well as other assistance for our clients. Also, we detail how our comprehensive grant services have enabled our clients to strategically and successfully gain multiple funding awards for the aforementioned priority areas, but also for aviation, criminal justice, economic development, emergency management, public safety, and advanced interoperable communication and technology.

Finally, with our long-time representation of Airports, Seaports, Universities and Colleges, the Cruise Line International Association, and the International Climate Change Partnership, we have extensive knowledge and proficiency advocating on aviation, education, environment, immigration, labor, maritime, tax, and travel and tourism issues.

With that background, Alcalde & Fay's efforts on behalf of each client are tailor-made to meet each client's needs. We pride ourselves in our commitment to service and attribute it to our high client retention rate, with many of our clients being with the firm for ten or twenty or even more years. In fact, our very first client, the Port of Tampa, is still a client of the firm who retained us at our inception in 1973. The firm's approach with both new and existing clients such as Fort Lauderdale includes:

- ❖ Continuous communication with the client and key decision makers in Congress and the Federal departments;
- ❖ Understanding the agendas of Members of Congress and the Administration from whom we are requesting assistance so we can strategically position our client's objectives into that agenda;
- ❖ In-depth knowledge of federal programs and issues of importance to our clients;
- ❖ Access to decision-makers; and
- ❖ Creative and persistent pursuit of our client's goals.



As we have done throughout our representation of Fort Lauderdale, upon entry into contract, we would immediately begin working with the City to execute its federal legislative agenda. This process would involve discussions with City staff about current projects, issues, and goals, as well as long term objectives. We would confer to obtain updated information about the status of these projects. With that information, we would offer our strategic advice as to how to advance these projects or issue items, and which sources of funding to target and what federal departments or agencies to approach in order to achieve your goals, and formulate them into the City's federal agenda. Federal agendas are working documents that over the course of time will change as issues and priorities evolve, and as we have done over the course of our representation we will add and modify our advocacy on those issues accordingly.

We follow this approach to federal legislative and executive branch representation to meet the particular needs of our clients, tailoring our advocacy within the specified scope of work to address distinct needs and issues. We have done this on behalf of Fort Lauderdale, with frequent communication with City Management and staff, along with being available to the Mayor and Commission when they have sought direct contact and arranging for meetings in Washington.

We have done so as well during our annual presentation to the City Commission Conference Meeting. While at the same time utilizing that annual trip, with much appreciation to the Fort Lauderdale staff, to meet with the City's management, Department heads, and project and grant staff to discuss and go into detail about projects and issues, and this has allowed us to have a full view these items that we are advancing on your behalf in Washington.

With the easing of travel and meeting restrictions, Mr. Kurland is available to travel to Fort Lauderdale to meet in person with the Mayor, Commission, and City staff whenever requested, and looks forward to doing so as he did regularly before the COVID pandemic, while at the same time he and the Alcalde & Fay client team remaining fully available via video, teleconference, email, and text to communicate with the City.

As such, we look to continue to assist the City with our full-spectrum of federal government affairs services to meet the City's objectives going forward, including:

- ❖ Identifying, pursuing and protecting federal program funding that is important to Fort Lauderdale in annual appropriations and multi-year authorization legislation;
- ❖ Working with Fort Lauderdale to submit successful federal grants;
- ❖ Support legislation, regulations and policy that would benefit the City, and opposing those that would harm it.
- ❖ Resolving Fort Lauderdale issues, securing approvals, obtaining technical assistance or expediting technical issues, reimbursements, or permitting from federal departments and agencies.

COMMUNICATION AND REPORTING

To ensure that our clients are fully aware of legislative developments and issues of impact, we provide weekly "This Week in Washington" memoranda, as well as monthly legislative updates that include links to bills, amendments, hearing summaries, and committee reports, as well as grant opportunities pertinent to the City's federal agenda. In the appendix, we have provided a copy of our most recent Alcalde & Fay "This Week in Washington" alert for your review.

We also often provide even more frequent alerts and notifications as issues arise, and this has included telephone and email communication between the Alcalde & Fay Client Team Leader and Ms. Sainvil, the Government and Economic Development Manager, as well as previously with other staff that the City had designated. Moreover, we are fully responsive to the City Manager and Assistant City Managers, and have fielded direct calls from them on occasion, as well as the Mayor and Commissioners in being fully responsive to them with their official positions.

Moreover, we are accustomed to providing end of session reports to our public clients. With our representation of the City, we have provided continuous legislative updates throughout each session of Congress, and will continue to do so including status updates on appropriations and surface transportation member requested projects this year, and as to other priorities and major legislative changes such as the pending \$1.2 trillion Bipartisan Infrastructure Package, and proposed \$3.5 trillion reconciliation package, and as we look ahead for the City to the next session of Congress.

FIRM WORKLOAD

The firm currently represents forty-seven clients. We have always utilized a Client Team approach throughout our firm history that is comprised of multiple Partners and Associates to ensure that client needs are met, and on timely basis. We pair clients with firm members who have the skills, background and years of experience to maximize the likelihood of success in implementing the legislative and grant agenda of our clients. In this way, we provide our clients with personalized service as well as collaborative expertise and support.

Whenever issues suddenly arise, along with ongoing and long-term federal agenda items, we are able to confer among team members and provide immediate response. Moreover, on an as needed basis we bring in other Partners and Associates to capitalize on their particular background or history of working on an issue, along with key contacts.

We have utilized this approach successfully with Fort Lauderdale, as each of the Members of the Client Team provide lobbying support, strategic guidance, and advocacy. Further, as each team member may work on various aspects of projects for Fort Lauderdale, each of them would be knowledgeable about the City's agenda. The "main contact" for the client team, will continue to be **Maurice Kurland, Partner**, who will provide overall direction, management, advocacy, and

communication toward achieving the goals of Fort Lauderdale. He will continue to ensure that the City receives timely legislative reports, notifications, and alerts.

This approach – with a Partner as the primary contact – allows our clients to have a central contact to confer about all issues, and make sure that projects are assigned and client expectations are met. Furthermore, the client team manager is able to quickly assess a client's need for additional resources not only within the client team, but firm wide and have additional resources assigned.

In this way, as legislation or agency actions emerge or gain sudden momentum, we are able to revise and update our client's legislative agenda, assess workload requirements, and assign additional firm Partners and Associates in a timely fashion and coordinate a prompt response.

FIRM RESOURCES

We maintain guest offices at our headquarters in Arlington, Virginia for the use of visiting officials and staff. We provide full access to our office space, that includes two conference rooms, videoconference and teleconference capabilities, copiers, fax machines, and computers. Also, during this time of the COVID pandemic, we have accessed and utilized various web-based technologies and virtual applications such as Zoom, Webex, and Teams, and these are similarly available for use in communicating with the City, or to facilitate virtual meetings with Capitol Hill and Agency offices in lieu of, or as an adjunct to "In person" meetings.

Also, as an independent lobbying firm, we organize ourselves into practice groups: Municipal/Public Bodies; Transportation/Infrastructure; Environment/Energy; Education; General/Corporate; and Media and Communications. Within these practice groups, firm members focus on particular issue areas, confer about new developments and strategies, and through firm wide sharing of information are able to assist client needs that intersect on these specialized areas. We make our practice group members available to all of our clients, especially as public body interests often entail public/private partnerships including support from the business community, private foundations, educational institutions, and having positive media, and communication strategies to achieve legislative goals.

CURRENT LEGISLATIVE ADVOCACY EFFORTS FOR THE CITY OF FORT LAUDERDALE

As previously stated throughout this proposal, Alcalde & Fay is actively engaged in providing the most thorough legislative advocacy efforts on behalf of the City of Fort Lauderdale. We at Alcalde & Fay understand that it is imperative our clients have top quality advocates working on their behalf, to ensure progress on all our current projects for the City. We believe it is critical for the City of Fort Lauderdale to remain fully represented and not lose headway on its current advocacy efforts. As such, we are currently monitoring the federal legislative agenda and federal agencies for any ways we can assist the City of Fort Lauderdale, whether that be through new legislative opportunities or the opening of newly available grant programs. As mentioned earlier, the House and Senate are working on advancing their twelve Appropriations bills, respectively,

which will then be conferenced into individual or omnibus appropriations bills that both chambers agree upon. It is vital to be aware of the ongoing discussions between Member offices and Committee staff as these discussions are taking place and thus our ongoing advocacy to make sure your requests, specifically your Community and Member Designated Projects are included in final conferenced bills. This includes the Bipartisan Infrastructure Framework, where we are working to determine how much of the House Transportation & Infrastructure Committee's INVEST Act will be considered. These decisions are also happening in conjunction with the understanding that the House and Senate are working on a \$3.5 trillion dollar reconciliation spending package for the creation of new social safety net programs, including for health care, childcare, and education.

We are also actively engaged in monitoring executive branch agencies as they prepare their criteria for existing and new grant programs in the upcoming fiscal year. As stated elsewhere, the American Rescue Plan Act provided funding for substantial new Economic Development Administration (EDA) grants to assist communities to revitalize their local economies from the specific impacts of COVID. The EDA is also offering funding from their Public Works and Economic Adjustment Assistance (EAA) Programs that could greatly benefit the City of Fort Lauderdale for additional road and water infrastructure in conjunction with economic development. We frequently notify the City of Fort Lauderdale of new grants through our "Alcalde & Fay Grant Alert" notification emails and also provide the City with frequent webinar information so that City staff can access every available resources to serve the City's needs and know of agency specific guidance and answers surrounding available federal funds.

4.2.5 - REFERENCES

Alcalde & Fay would be pleased to offer any of our clients as references, three of which we have highlighted below. For each of these references, we have provided a general summary of the scope of services similar to those anticipated by the City of Fort Lauderdale, Florida as outlined in the RFP, including representation before Congress and federal agencies.

City of Boca Raton, Florida

Contact: Mr. George Brown – Deputy City Manager

Address: 201 W. Palmetto Park Road, Boca Raton, FL 33432

Email & Telephone: GBrown@ci.boca-raton.fl.us / (561)393-7703

Description of work performed: Comprehensive Federal Legislative and Executive Branch Lobbying Services including Appropriations, Authorizations, Grants, and Federal Department and Agency Advocacy.

Annual Retainer: \$60,000/year

Dates of service: 1996 - Present

Client Team Lead: Mr. Maurice Kurland

City of Deerfield Beach, Florida

Contact: Mr. David Santucci – City Manager

Address: 150 NE 2nd Avenue, Deerfield Beach, FL 33441

Email & Telephone: DSantucci@deerfield-beach.com / (954) 480-4261

Description of work performed: Comprehensive Federal Legislative and Executive Branch Lobbying Services including Appropriations, Authorizations, Grants, and Federal Department and Agency Advocacy.

Annual Retainer: \$68,400/year

Dates of service: 1997 - Present

Client Team Lead: Mr. Maurice Kurland

City of Miramar, Florida

Contact: Ms. Shaun Gayle – Assistant City Manager

Address: 2300 Civic Center Place, Miramar, FL 33025

Email & Telephone: sdgayle@miramarfl.gov / (954) 602-3166

Description of work performed: Comprehensive Federal Legislative and Executive Branch Lobbying Services including Appropriations, Authorizations, Grants, and Agency Advocacy.

Annual Retainer: \$48,000/year

Dates of service: 2009 - Present

Client Team Lead: Mr. Maurice Kurland

4.2.6 – MINORITY/WOMEN (M/WBE) PARTICIPATION

ALCALDE & FAY

GOVERNMENT & PUBLIC AFFAIRS CONSULTANTS

Diversity and Inclusion at Alcalde & Fay

Minority representation has been a key component in our hiring practices at Alcalde & Fay since its founding by Hector Alcalde 48 years ago. To that end, Alcalde & Fay prides itself on being one of the most diverse government and public affairs firms in the Washington, DC area. Without exception, Alcalde & Fay provides an equal employment opportunity and equal access for all persons without regard to race, color, sex, religion, creed, age, marital status, sexual preference/orientation, gender identity/expression, national origin or disability. In addition to the diverse political and professional backgrounds of our staff, we have always recognized the strength that our firm's diversity brings to the table and we have always sought to expand on that whenever possible. As a minority-controlled firm, we are particularly sensitive to the need to consider equal employment opportunities in our hiring and promotion practices.

4.2.8 – REQUIRED FORMS

- A. A Federal Legislative and Executive Branch Representative Services – Rebid
- B. Non-Collusion Statement
- C. Contract Payment Method Form
- D. E-Verify Affirmation Statement
- E. Disadvantaged Business Enterprise Preference
- F. Local Business Preference Certification Statement
- G. Contractors Certificate of Compliance with Non-Discrimination Provisions of the Contract
- H. Bid/Proposal Certification
- I. Addendum No. 1
- J. Addendum No. 2
- K. Sample Insurance Certificate
- L. W-9 for Proposing Firm
- M. Active Status Page from Division of Corporations (Sunbiz.org)

Solicitation 12569-215

Federal Legislative and Executive Branch Representative Services - Rebid

Bid Designation: Private



City of Fort Lauderdale

Bid 12569-215

Federal Legislative and Executive Branch Representative Services - Rebid

Bid Number	12569-215
Bid Title	Federal Legislative and Executive Branch Representative Services - Rebid
Bid Start Date	Aug 4, 2021 12:24:01 PM EDT
Bid End Date	Aug 16, 2021 2:00:00 PM EDT
Question & Answer End Date	Aug 10, 2021 5:00:00 PM EDT
Bid Contact	Jim Hemphill Sr. Procurement Specialist Procurement Department 954-828-5143 jhemphill@fortlauderdale.gov
Contract Duration	3 years
Contract Renewal	2 annual renewals
Prices Good for	120 days
Bid Comments	The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, for the provision of Federal Legislative and Executive Branch Representative Services to represent the City with the Federal Government to advocate for the City's interests, and to secure funding with an emphasis on federal appropriations and policy, before Congress, the Senate , the White House, and all branches, departments and agencies of the federal government. Such services shall include attending federal legislative committee hearings and meetings, rulemaking proceedings or other administrative or legislative agency meetings. Including Grant services.

Item Response Form

Item	12569-215--01-01 - Federal Legislative and Executive Branch Representative Services
Quantity	1 year
Unit Price	<input type="text" value="\$40,000/year"/>
Delivery Location	City of Fort Lauderdale <u>No Location Specified</u>

Qty 1

Description

Cost to the City : Contractor must quote a firm, fixed, annual fee. This fee will be billed monthly for all services identified in this request for proposal (RFP), all travel costs, which includes travel to and from the city must be included. Annual fee will be divided into 12 equal payments per year.

Contractor shall not be reimbursed or otherwise paid for: internal word processing, data processing or other services such as local telephone services, copies, mail, or postage services, or other basic administrative services that would reasonably be deemed as the Contractor' overhead expense. Contractor will be reimbursed monthly at the agreed upon firm, fixed annual fee.

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

Partner & Lobbyist
Title

Maurice Kurland
Name (Printed)

8/13/2021
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

Alcalde & Fay, LTD.
Company Name

Maurice Kurland
Name (Printed)

8/13/2021
Date


Signature

Partner & Lobbyist
Title

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: Solicitation 12569-215


Project Description: This bid proposal from Alcalde & Fay provides an overview of the firm's federal advocacy efforts, as well as the means by which the firm can assist the City of Fort Lauderdale, Florida. //

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: Alcalde & Fay, LTD.

Authorized Company Person's Signature: 

Authorized Company Person's Title: Partner & Lobbyist

Date: 8/13/2021

9/15/2020



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

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

THE COMPLETE DBE 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_S2-185EQOPDIBUEN&showChanges=true

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.
- 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 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.
- 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 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 1, Class 2, or Class 3 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 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)

(Business Name)

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.

(2)

(Business Name)

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 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.

(3)

(Business Name)

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 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.

(4)

Alcalde & Fay, LTD.
(Business Name)

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 1, Class 2, or Class 3 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.

(5)

(Business Name)

requests a **Conditional Class 1** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

(6)

(Business Name)

requests a **Conditional Class 2** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:



PRINT NAME

SIGNATURE

DATE

Forms Non-Iso – revised 7/2/2021

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

Section 2-186, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-17-26), 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 for 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' residences 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?](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true)

[nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true)

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 for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
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, 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.
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, 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 bid/proposal. Violation of the foregoing provision may result in contract termination.

- | | | | |
|-----|---------------------|-----------------|---|
| (1) | | (Business Name) | <p>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 ten (10) calendar days of a formal request by the City.</p> |
| (2) | | (Business Name) | <p>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 ten (10) calendar days of a formal request by the City.</p> |
| (3) | | (Business Name) | <p>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 ten (10) calendar days of a formal request by the City.</p> |
| (4) | Alcalde & Fay, LTD. | (Business Name) | <p>is 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.</p> |
| (5) | | (Business Name) | <p>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 to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.</p> |
| (6) | | (Business Name) | <p>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 to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.</p> |

BIDDER'S COMPANY: Alcalde & Fay, LTD.

AUTHORIZED
COMPANY
PERSON:

Maurice Kurland



8/13/2021

PRINT NAME

SIGNATURE

DATE

Forms Non-ISO – Revised 7/2/2021

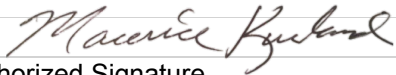
**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

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

Maurice Kurland, Partner and Lobbyist
Print Name and Title

8/13/2021

Date

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>
Addendum No. 1	8/16/2021	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Addendum No. 2	8/18/2021	<input type="text"/>	<input type="text"/>	<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.**

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.

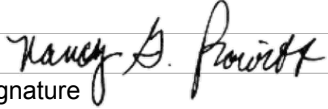
I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby 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:

Nancy Gibson Prowitt

Name (printed)


Signature

8/18/2021

Date

President & Chief Operating Officer

Title

Revised 4/28/2020

ADDENDUM NO. 1

RFP No. 12569-215

TITLE: **Federal Legislative And Executive Branch Representative Services - Rebid**

ISSUED: 8/13/21

This addendum is being issued to make the following changes:

1. CHANGE: 5.2.2 Weighted Criteria, under Qualifications, change sentence to read:
Qualification of Firm – Firm’s experience in **Federal** 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.
2. CHANGE: 5.2.2 Weighted Criteria, Change from ‘Ability to Meet Objectives’ to **Approach to Scope of Work**
3. The opening date has been changed to **August 18th, 2021**
4. Cost Proposal page
 - a. Clarification: The cost proposal page as indicated in section 2.5 Pricing/Delivery, shall mean the Bidsync Item Response Form.
 - b. Addition: The following shall be added to the Cost to the City description: **This Firm Fixed cost shall include all items required in the solicitation including item 7. Grant Services, to include an average of no more than 2 request per year to review and write grants during the contract term.**
5. Addition: Under 4.2.3 – In addition to the submittal requirements indicated, **Provide information to demonstrate your firms ability 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.**

All other terms, conditions, and specifications remain unchanged.



James Hemphill
Assistant Procurement and Contracts Manager

Company Name: Alcalde & Fay, LTD.
(please print)

Bidder's Signature: Maurice K. [Signature]

Date: 8/17/2021

ADDENDUM NO. 2

RFP No. 12569-215

TITLE: **Federal Legislative And Executive Branch Representative Services - Rebid**

ISSUED: 8/17/21

This addendum is being issued to make the following changes:

1. CHANGE: Section III – Technical Specifications / Scope of Services, Item 3.2 (7) – Grant Services upon request as follows: **shall be deleted. Grant services will not be a part of the scope of services on this contract.**
2. Cost Proposal page
Deletion: **Any reference to grant services shall be deleted from the pricing page. Grant services will not be a part of this contract.**
3. Any other reference to Grant Services as a part of this solicitation shall be deleted.
4. Change – Bid opening date has been changed to 8/20/21 – Time remains the same

All other terms, conditions, and specifications remain unchanged.



James Hemphill
Assistant Procurement and Contracts Manager

Company Name: Alcalde & Fay, LTD.

(please print)

Bidder's Signature: 

Date: 8/18/2021

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 3190 Fairview Park Dr. Ste 400 Falls Church, VA 22042 703 698-0788	CONTACT NAME: Marlena Brower PHONE (A/C, No, Ext): 202-424-2720 FAX (A/C, No): E-MAIL ADDRESS: marlena.brower@usi.com														
INSURED Alcalde & Fay, Ltd 2111 Wilson Blvd, Suite 850 Arlington, VA 22201	<table border="1"> <thead> <tr> <th data-bbox="815 428 1437 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 428 1570 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 453 1437 478">INSURER A : Travelers Indemnity Company</td> <td data-bbox="1437 453 1570 478">25658</td> </tr> <tr> <td data-bbox="815 478 1437 504">INSURER B : Federal Insurance Company</td> <td data-bbox="1437 478 1570 504">20281</td> </tr> <tr> <td data-bbox="815 504 1437 529">INSURER C : Travelers Indemnity Co of America</td> <td data-bbox="1437 504 1570 529">25666</td> </tr> <tr> <td data-bbox="815 529 1437 554">INSURER D :</td> <td data-bbox="1437 529 1570 554"></td> </tr> <tr> <td data-bbox="815 554 1437 579">INSURER E :</td> <td data-bbox="1437 554 1570 579"></td> </tr> <tr> <td data-bbox="815 579 1437 604">INSURER F :</td> <td data-bbox="1437 579 1570 604"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company	25658	INSURER B : Federal Insurance Company	20281	INSURER C : Travelers Indemnity Co of America	25666	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			68090K6775A1942	07/01/2020	07/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>			BA96K7771120SEL	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$5000			CUP4132Y96A1942	07/01/2020	07/01/2021	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4J6772911942G	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Management L			68031273	07/01/2020	07/01/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance**CERTIFICATE HOLDER****CANCELLATION**

Alcalde & Fay, Ltd. 2111 Wilson Boulevard Suite 850 Arlington, VA 22201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Alcalde & Fay, LTD	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input 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) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) 2111 Wilson Boulevard, Eighth Floor	Requester's name and address (optional)
6 City, state, and ZIP code Arlington, VA 22201	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	2	-	0	9	9	6	6	4	7

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ 

06/10/2021
Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

State of Florida

Department of State

I certify from the records of this office that ALCALDE & FAY, LTD. INC is a Virginia corporation authorized to transact business in the State of Florida, qualified on October 30, 2012.

The document number of this corporation is F12000004439.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on April 26, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-sixth day of April,
2021*



Randy Be
Secretary of State

Tracking Number: 0512992434CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

ADDITIONAL DOCUMENTS

- ❖ **ALCALDE & FAY – STATEMENT OF DIVERSITY AND INCLUSION AT ALCALDE & FAY**
- ❖ **ALCALDE & FAY – THIS WEEK IN WASHINGTON**
- ❖ **ALCALDE & FAY – WEBINAR ALERT**
- ❖ **ALCALDE & FAY – SUCCESS LIST**
- ❖ **LETTER FROM FORT LAUDERDALE MAYOR TRANTALIS TO REPRESENTATIVE TED DEUTCH (FL-22)**
- ❖ **ALCALDE & FAY – FORT LAUDERDALE, FLORIDA – WASHINGTON, D.C. ITINERARY (MARCH 11, 2019)**
- ❖ **ALCALDE & FAY – FORT LAUDERDALE, FLORIDA – WASHINGTON, D.C. ITINERARY (SEPTEMBER 24, 2019)**

Diversity and Inclusion at Alcalde & Fay

Minority representation has been a key component in our hiring practices at Alcalde & Fay since its founding by Hector Alcalde 48 years ago. To that end, Alcalde & Fay prides itself on being one of the most diverse government and public affairs firms in the Washington, DC area. Without exception, Alcalde & Fay provides an equal employment opportunity and equal access for all persons without regard to race, color, sex, religion, creed, age, marital status, sexual preference/orientation, gender identity/expression, national origin or disability. In addition to the diverse political and professional backgrounds of our staff, we have always recognized the strength that our firm's diversity brings to the table and we have always sought to expand on that whenever possible. As a minority-controlled firm, we are particularly sensitive to the need to consider equal employment opportunities in our hiring and promotion practices.

THIS WEEK IN WASHINGTON

Week of August 9-13, 2021

FEDERAL UPDATE

The Senate was in session this week and as further detailed below passed both the bipartisan infrastructure bill (the *Infrastructure Investment and Jobs Act*) and Fiscal Year (FY) 2022 budget resolution (S.Con.Res.14).

SENATE BIPARTISAN INFRASTRUCTURE BILL

After spending both Saturday and Sunday debating the nearly \$1 trillion Bipartisan Infrastructure Agreement (*Infrastructure Investment and Jobs Act*; bill text available [here](#); updated White House fact sheet available [here](#)) that would provide \$550 billion in new/additional spending, the Senate passed the bill on Tuesday morning by a vote of 69-30, with 19 Republican Senators voting in favor along with all 50 Senate Democrats in support of the bill and one Republican Senator not voting.

Major provisions of the package as we have previously reported are as follows:

- \$110 billion for roads and bridges, with \$40 billion of the total for bridges
- \$73 billion for electric grid modernization and expansion of renewable energy
- \$66 billion for passenger and freight rail (Amtrak maintenance, routes, safety improvements)
- \$65 billion for broadband access
- \$55 billion for water and wastewater infrastructure, including replacement of lead pipe service lines
- \$39 billion for public transit (bus and subway/light rail)
- \$25 billion for air ports
- \$21 billion for superfund and brownfield clean up, including to reclaim abandoned mines and cap obsolete gas wells
- \$17 billion for sea ports
- \$7.5 billion for electric vehicle charging stations
- \$5 billion for electric and hybrid school buses

Although Majority Leader Chuck Schumer (D-NY) had hoped to complete consideration of the bill last weekend, freshman Senator Bill Hagerty (R-TN) insisted the chamber use the full 30-hours to debate both the substitute amendment containing the bill text of the bipartisan agreement, and the overall bill. Additionally, over the weekend Senate Banking, Housing and Urban Affairs Committee Ranking Member Pat Toomey (R-PA) negotiated a bipartisan amendment backed by lead negotiators of the bill and Treasury Secretary Janet Yellen to address criticisms that the tax reporting requirements on cryptocurrency transactions to offset the cost of the bill was too broad. The amendment was ultimately blocked by Senate Democrats after it was tied to an amendment from Senate Appropriations Committee Ranking Member Richard Shelby (R-AL) to add \$50 billion for Department of Defense infrastructure.

The bill now heads to the House, where timing for consideration remains uncertain. As previously reported, Speaker Nancy Pelosi (D-CA) has indicated she will not put the bipartisan infrastructure bill on the House floor until the Senate passes a multi trillion reconciliation bill in the fall to address social safety net programs, child care, education, environmental protections, health care coverage, and possibly immigration.

BUDGET RECONCILIATION

The Senate voted 50-49 this week to adopt a Fiscal Year (FY) 2022 budget resolution (S.Con.Res.14; text [here](#); summary [here](#)) containing reconciliation instructions, with all Senate Democrats voting in favor and all Republicans opposed. Consideration of the budget resolution began almost immediately after final passage of the bipartisan infrastructure bill, with a vote on a motion to proceed. Although this vote typically triggers a “vote-a-rama” of up to 50-hours of debate evenly divided by the parties, this process was expedited and final passage came at around 4 a.m. on Wednesday morning after the chamber worked through the night voting on 22 total amendments. With its passage in the Senate, an announcement was made by House Majority Leader Steny Hoyer (D-MD) that the House will shorten its planned August district work period/recess and return to Washington the week of August 23rd to consider the Senate-passed budget resolution.

The budget resolution directs twelve Senate Committees and their House counterparts to draft their respective portions of a \$3.5 trillion budget reconciliation bill that will contain several policy proposals outlined in President Biden’s American Jobs Plan and American Families Plan. The Committees have until September 15th to submit their legislative sections to the Budget Committee to be packaged together as one bill that can clear the Senate by a simple majority vote.

Of particular note, the reconciliation instructions assume that approximately \$1.75 billion will be offset and allows room to increase deficits by the same amount over the decade. The Senate Finance and House Ways & Means Committees are instructed to reduce the deficit by at least \$1 trillion over a decade through a combination of \$1.8 trillion in new spending and offsets that include health care savings, implementing new tax cuts, increasing taxes on corporations and households earning more than \$400,000 per year, Internal Revenue Service (IRS) enforcement, and Carbon Polluter Import Fees. The framework specifically instructs the Finance and Ways & Means Committees to draft provisions related to paid family and medical leave programs, state and local tax (SALT) cap relief, as well as expanding Medicare to include dental, vision, and hearing benefits, clean energy, manufacturing and transportation tax incentives, and others as part of the \$1.8 trillion investment to spur long-term economic growth. The resolution however does not include instructions to raise the statutory debt ceiling, which will have to be considered through “regular order” this fall.

For your reference, we have included below highlights of the summary document provided by the Budget Committee accompanying the FY 2022 budget resolution, including topline allocations for each committee and key policy proposals. The Committee notes in the summary document that the policy/funding proposals outlined below are meant to serve as guidance to Senators on what each Committee’s section should fund, and each list may be further adjusted as the bill is drafted.

➤ **Committee on Health, Education, Labor and Pensions - \$726 billion**

- Education: Universal Pre-K for 3- and 4-year-olds; Child care for working families; School infrastructure; student success grants, and educator investments; Tuition-free community college; Increased Pell Grant award; Investments in Historically Black Colleges and Universities (HBCUs), Minority-Serving Institutions (MSIs), Hispanic-Serving Institutions (HSIs), Tribal Colleges and Universities (TCUs), and Alaska Native and Native Hawaiian Serving Institutions (ANNHIs).
- Health: Investments in Community Health Centers, the National Health Service Corps, the Nurse Corps, and Teaching Health Center Graduate Medical Education; Health equity programs; Future pandemic preparedness programs.
- Labor: Workforce development and job training; Civilian Climate Corps funding.

➤ **Committee on Banking, Housing and Urban Affairs - \$332 billion**

- Investments in the Housing Trust Fund, HOME Investment Partnership Program, the Capital Management Fund, and rural housing programs; Down payment assistance, rental assistance, and other homeownership initiatives; Investments in Community Land Trusts, the Community

Development Block Grant, zoning, land use, transit improvements, and healthy and sustainable housing; and Public Housing Capital Investments and Sustainability programs.

- **Committee on Energy and Natural Resources - \$198 billion**
 - Creation of a Clean Electricity Payment Program; Incentivizes home weatherization and electrification; Finances domestic manufacturing of clean energy technologies; Federal procurement of energy efficient materials; Climate research; Research infrastructure for DOE National Labs; and funding for other Department of Interior programs.
- **Committee on Environment and Public Works - \$67 billion**
 - Development of Clean Energy Technology Accelerator to fund low-income solar and climate-friendly technologies; Clean water affordability and access, healthy ports, and climate equity programs; Investments in energy efficient buildings and green materials; Investments in clean vehicles; and Implementation of methane polluter fee to reduce carbon emissions.
- **Committee on Agriculture, Nutrition and Forestry - \$135 billion**
 - Agriculture conservation, drought and forestry programs to reduce carbon emissions and prevent wildfires; Rural development and rural clean energy investments; Climate research and research infrastructure; Civilian Climate Corps funding; Child nutrition programs; and Debt relief programs.
- **Committee on the Judiciary - \$107 billion**
 - Community Violence Intervention Initiative; Lawful permanent status for qualified immigrants.
- **Committee on Commerce, Science, and Technology - \$83 billion**
 - Investments in technology, transportation, research, manufacturing, and economic development; Investments in coastal resiliency programs and healthy oceans, including the National Oceans and Coastal Security Fund; National Science Foundation (NSF) research and technology directorate.
- **Committee on Homeland Security and Governmental Affairs - \$37 billion**
 - Improving cybersecurity infrastructure; Border management activities; and Federal resilience programs.
- **Committee on Small Business and Entrepreneurship - \$25 billion**
 - Small business access to credits, investments and markets.
- **Committee on Indian Affairs - \$20.5 billion**
 - Native health, education, housing, energy, resilience and climate, and language programs; Native Civilian Climate Corps.
- **Committee on Veterans Affairs - \$18 billion**
 - Upgrades to VA facilities.

Please if you have any questions about the above items or would like additional information including about the budget reconciliation process do not hesitate to let us know.

FEDERAL GRANT OPPORTUNITIES

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT – LEAD HAZARD CONTROL AND HEALTHY HOMES

❖ FY 2021 Healthy Homes Production Grant Program

The Healthy Homes Program (HHP) expands on HUD's successful Lead Hazard Control programs to address lead hazards in the home. Applicants should have plans that maximize the number of vulnerable residents being assisted, identify and fix health dangers in low-income rental or owned properties, promote cost-effective methods of removing hazards, and support public education and outreach that protects children from these dangers. Additionally, applicants should also further environmental justice initiatives and promote the healthy homes program to achieve meaningful involvement from all targeted communities regardless of race, religion, sex, familial status, or other socioeconomic factors. These funds can be used to promote housing rehabilitation, maintenance of property, improvement of energy efficiency, removal of lead paint, and implementation of other housing-related safety improvement measures.

Eligible Entities: State, local, and tribal governments, and nonprofits with 501 (c)(3) status.

Program Funding: \$40 million

Application Deadline: September 21st, 2021

Additional program information can be found [here](#).

DEPARTMENT OF COMMERCE –

ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) – AMERICAN RESCUE PLAN ACT (ARPA) GRANTS

❖ *ARPA Build Back Better Regional Challenge*

The Build Back Better Regional Challenge (BBBRC) is part of the Economic Development Administration (EDA) Investing in Communities programs funded by the American Rescue Plan Act. BBBRC will provide a transformational investment to 20-30 regions across the country that want to revitalize their economies. These regions will have the opportunity to grow new regional industry clusters or scale existing ones through planning, infrastructure, innovation and entrepreneurship, workforce development, access to capital, and more. Eligible applicants should form regional coalitions to implement a collection of three to eight distinct but related projects in their region, in coordination with industry and community partners, and aligned around a holistic vision to build and scale and industry partner.

- **Phase I:** 50-60 regional coalitions of partnering entities will be awarded ~\$500,000 in technical assistance funds to develop and support three to eight projects to grow a regional growth cluster.
- **Phase II:** 20-30 regional coalitions will be awarded \$25 million to \$75 million, and up to \$100 million, to implement these projects.

Eligible Entities: State, local, and tribal governments, district organizations, institutions of higher education (or a consortium of institutions of higher education), and public and private non-profit organizations or associations acting in cooperation with state and local officials.

Program Funding: \$1 billion

Application Deadline: Applications for Phase I are due on October 19, 2021; Phase II applications are due March 15, 2022.

Additional program information can be found [here](#).

❖ *ARPA Travel, Tourism, & Outdoor Recreation Program*

The Travel, Tourism, & Outdoor Recreation (TTOR) Program is part of the Economic Development Administration (EDA) Investing in Communities programs funded by the American Rescue Plan Act. TTOR is focused on accelerating the recovery of communities that rely on the travel, tourism and outdoor recreation sectors. EDA's TTOR funds are allocated to the following efforts:

- **State Tourism Grants:** non-competitive awards to help states quickly invest in marketing, infrastructure, workforce and other projects to rejuvenate safe leisure, business, and international travel.

- **Competitive Tourism Grants:** funding awarded competitively to communities that have been the hardest hit by challenges facing travel, tourism, and outdoor recreation sectors to invest in infrastructure, workforce or other projects to support the recovery of the industry and economic resilience of the community in the future.

Eligible Entities: State, local, and tribal governments, district organizations, institutions of higher education (or a consortium of institutions of higher education), and public and private non-profit organizations or associations acting in cooperation with state and local officials.

Program Funding: \$750 million (\$510 million for State Tourism Grants and \$240 million for Competitive Tourism Grants)

Application Deadline: March 15th, 2022 (suggested application submission date for Competitive Tourism Grants).

Additional program information can be found [here](#).

❖ *ARPA Good Jobs Challenge*

The Good Jobs Challenge (GJC) is part of the Economic Development Administration (EDA) Investing in Communities programs funded by the American Rescue Plan Act. GJC support skills training systems and programs by building and strengthening systems and partnerships that bring together employers who have hiring needs with other key entities to train workers with in-demand skills that lead to good-paying jobs. Ultimately, these systems are designed to train workers with the skills to secure a union job or a quality job that provides good pay, benefits, and growth opportunities. EDA will fund proposals within the three phases:

- **System Development:** establish and develop a regional workforce training system comprised of multiple partnerships.
- **Program Design:** develop skills and training curriculum and materials and secure technical expertise needed to train workers.
- **Program Implementation:** implement non-construction projects needed to provide workforce training and connect workers with quality jobs, including wrap-around services.

Eligible Entities: State, local, and tribal governments, district organizations, institutions of higher education (or a consortium of institutions of higher education), and public and private non-profit organizations or associations acting in cooperation with state and local officials.

Program Funding: \$500 million

Application Deadline: January 26th, 2022.

Additional program information can be found [here](#).

❖ *ARPA Economic Adjustment Assistance Program*

The Economic Adjustment Assistance Program is EDA's most flexible program, and grants made under this program will help hundreds of communities across the nation plan, build, innovate, and put people back to work through construction or non-construction projects designed to meet local needs. Through this program, EDA can support both the development of pandemic recovery strategies and the implementation of recovery projects identified with those strategies. This includes construction activities such as water and sewer system improvements, industrial parks, high-tech shipping and logistics facilities, business incubators and accelerators, brownfield redevelopment, technology-based facilities, wet labs, multi-tenant manufacturing facilities, science and research parks, workforce training facilities, and telecommunications infrastructure (e.g., broadband) and development facilities. This also includes non-construction activities such as design and engineering, technical assistance, economic recovery strategy development, and capitalization of revolving loan funds (RLFs).

Eligible Entities: State, local, and tribal governments, district organizations, institutions of higher education (or a consortium of institutions of higher education), and public and private non-profit organizations or associations acting in cooperation with state and local officials.

Program Funding: \$500 million

Application Deadline: March 15th, 2022 (applications will be reviewed on a rolling basis)

Additional program information can be found [here](#).

❖ *Indigenous Communities Program*

The Indigenous Communities Program part of the Economic Development Administration (EDA) Investing in Communities programs funded by the American Rescue Plan Act. This program will support the needs of Tribal Governments and Indigenous Communities as they respond to and recover from the impacts of COVID-19. Specifically, this program will help these communities develop and execute critical economic development projects, including technical assistance, planning, workforce development, entrepreneurship, and public works and infrastructure projects.

Eligible Entities: Indian Tribes (or a consortium of Indian Tribes), private and public non-profits serving Native Hawaiians, private and public non-profits serving Native Pacific Islanders of Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, the Republic of the Marshall Islands, the Federated States of Micronesia, or the Republic of Palau.

Program Funding: \$100 million

Application Deadline: March 15th, 2022 (applications will be reviewed on a rolling basis)

Additional program information can be found [here](#).

❖ *Statewide Planning, Research, & Networks Program*

The Statewide Planning, Research & Networks Program part of the Economic Development Administration (EDA) Investing in Communities programs funded by the American Rescue Plan Act. This program will support states in economic development planning efforts. \$59 billion will be allocated to states as Statewide Planning Grants, and \$11 billion will be allocated for Research and Network Grants to invest in research on the impacts of EDA programs.

Eligible Entities: State and territorial governments.

Program Funding: \$90 million

Application Deadline: 45 days after receiving the invitation to apply

Additional program information can be found [here](#).

DEPARTMENT OF TRANSPORTATION – FEDERAL TRANSIT ADMINISTRATION

❖ *FY 2021 Competitive Funding Opportunity: Areas of Persistent Poverty Program*

The FY 2021 Competitive Funding Opportunity: Areas of Persistent Poverty Program aims to support planning, engineering, or the development of technical or financial plans for eligible projects in order to reduce persistent poverty in two areas: 1) planning and policies related to improving racial equity and reducing the barriers to opportunity; and 2) the creation or development of projects that proactively reduce automobile dependence as a barrier, or fight other inequities and barriers to opportunity. Eligible projects are defined as “a planning study (including a planning and environmental linkages study that advances the environmental analysis and review process as part of the metropolitan planning process), an engineering study, a technical study, or a financial plan.”

These plans and studies can support improved transit services and opportunities, new routes, improvements of existing facilities, integration of new technologies, or other coordinated plans to improve transit services in areas of persistent poverty. These funds can also go towards services to address the opioid epidemic as well as increasing the access to and availability of environmental justice in affected communities.

Eligible Entities: State, local, Special district, and tribal governments, public transportation systems, operators of transportation, and other organizations such as nonprofits with 501 (c)(3) status, research consortia, and institutions of higher education. For FY 2021, projects must be located in areas of persistent poverty or those with a poverty rate of at least 20-percent.

Program Funding: \$16.26 million.

Application Deadline: August 30th, 2021.

Additional program information can be found [here](#).

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

❖ *FY 2021 Eviction Protection Grant Program*

The Eviction Protection Grant Program supports legal service providers in assisting low-income tenants at risk of eviction through providing targeted services and rent relief in areas with high rates of eviction. This program is intended to help those who are disproportionately affected by eviction, including those with a limited proficiency in the English language, avoid eviction or the eviction process. This program will also ensure that a proportionate amount of funding is set aside for rural areas, including Tribal lands. Funding will also be made available to groups building a base of evidence for activities most effective at preventing evictions or reducing the harms associated with it. The program also supports services that work with legal groups to avoid eviction or minimize the damage caused by the eviction processes.

Eligible Entities: State, local, and tribal governments, nonprofits with 501 (c)(3) status, and public institutions of higher education.

Program Funding: \$20 million.

Application Deadline: September 8th, 2021.

Additional program information can be found [here](#).

DEPARTMENT OF COMMERCE – ECONOMIC DEVELOPMENT ADMINISTRATION (EDA)

❖ *Public Works and Economic Adjustment Assistance (EAA) Programs*

EDA's Public Works and EAA programs provide investments that support construction, non-construction, planning, technical assistance, and revolving loan fund projects. For loan fund projects, they should seek to leverage existing regional assets and support the implementation of economic development strategies that advance new ideas and creative approaches to further economic prosperity in distressed communities, including those negatively impacted by changes to the coal economy. These programs provide economically distressed communities and regions with comprehensive and flexible resources to address a wide variety of economic needs. Projects funded by these programs will support the Department's Strategic Plan (2018-2022) by, among other things, advancing innovation, enhancing the manufacturing and export capacities of regions, providing workforce development opportunities, and growing ecosystems that attract foreign direct investment. EDA encourages its grantees to develop initiatives that present new ideas and creative approaches to advance economic prosperity in distressed communities.

Eligible Entities: State governments, local governments, independent school districts, nonprofits having a 501(c)(3) status with the IRS, and Tribal governments.

Application Deadline: Applications accepted on an ongoing basis until the publication of a new PW/EAA NOFO, cancellation of this PW/EAA NOFO, or all available funds have been expended.

Additional program information can be found [here](#).

ALCALDE & FAY – WEBINAR ALERT**ENVIRONMENTAL PROTECTION AGENCY****❖ *Green and Complete Streets: Steps, Success Stories, and Lessons Learned***

The United States Environmental Protection Agency (EPA) will be hosting a webinar - this Thursday, August 5th, at 1:00 PM EST to provide information about a “Green Streets Program.” The webcast will feature EPA’s Green Streets Handbook, a document intended to help state and local transportation agencies, municipal officials, designers, stakeholders and others to select, design and implement site design strategies and green stormwater infrastructure (GSI) practices for streets, alleys and parking lots. There will also be illustrative presentations from Arlington, VA, and Grand Rapids, MI highlighting their complete and green street programs, their success stories and lessons learned, and the environmental, economic, and social benefits of green infrastructure practices. There is no registration fee to participate, but webinar attendees are encouraged to register in advance via the weblink that we have provided below:

Speakers: Alisha Goldstein - Town of Chapel Hill, NC
Sadie Drescher – Chesapeake Bay Trust
Carrie Rivette – City of Grant Rapids, MI
Christin Jolicoeur – Arlington County, VA

Date and Time: Thursday, August 5th, 2021 at 1:00pm EST.

Registration information can be found [here](#).

Please let us know if you have any questions.

Sincerely,

Jeremiah Van Auken
Associate
Alcalde & Fay Government Affairs
2111 Wilson Blvd. 8th Floor
Arlington, VA 22201
703-841-0626

History of Client Successes

At Alcalde & Fay, we have a demonstrated history of effective representation on behalf of our public and private sector clientele. A partial record of our clients' successes is highlighted below.

Alachua County, Florida

- ❖ Helped secure over \$4 million in SAFER grants (Staffing for Adequate Fire and Emergency Response)
- ❖ Assisted in the appropriation of over \$1 million for a county-wide drug involved offender initiative
- ❖ Secured over \$500,000 for land conservation acquisitions throughout rural Alachua County
- ❖ Worked with EPA and Congress to expedite the cleanup of the Cabot-Koppers Superfund Site

Alonzo Mourning Charities, Florida

- ❖ \$450,000 for the Overtown Youth Center

Art of Leadership Foundation, Michigan

- ❖ \$175,000 for curriculum development and training
- ❖ \$100,000 for mentoring programs

City of Albany, Georgia

- ❖ \$5 million from the U.S. Department of Transportation for a new transit center
- ❖ Assisted in securing over \$30 million in CDBG-DR (Disaster Recovery) funding for recovery efforts related to two back-to-back tornadoes in January of 2017
- ❖ Worked to preserve the FAA's Contract Tower program which services the tower at Albany-Dougherty Regional Airport (ABY)
- ❖ Worked with community groups and the U.S. Postal Service to preserve operations at the Downtown Albany Post Office
- ❖ \$8,000,000 from the Department of Commerce – Economic Development Administration (EDA) to underground electric utility and fiber optic infrastructure in designated downtown "opportunity zone," providing high-speed internet and reliable electric power to support new businesses, and create employment throughout the region.
- ❖ \$350,000 for cleanup and remediation of downtown Belk Building –Brownfield Site as future home of Albany Museum of Art, as their prior location was previously destroyed by tornado damage.
- ❖ \$800,000 to fund revolving loan fund to address community-wide Brownfield Sites.
- ❖ Helped secure an extension from HUD of \$450,000 in expiring Economic Development Initiative (EDI) funds for an industrial park with updates on project plans that satisfied HUD to allow the project to move forward.

City of Baytown, Texas

- ❖ \$500,000 for Water and wastewater infrastructure improvements
- ❖ \$400,000 for the Flyover Connecting Highway 146 and Spur 330
- ❖ Worked to advocate for full remediation of the San Jacinto Waste Pits.
- ❖ Assisted in accelerating disbursement of federally administered local resources following Hurricane Harvey.

City of Boca Raton, Florida

- ❖ \$1.39 million for a Reverse Osmosis Water Treatment Facility
- ❖ Helped to extend federal participation in beach renourishment project for up to 50 years
- ❖ \$200,000 reimbursement for the preparation of a Design Memorandum for Central Beach
- ❖ \$500,000 for city traffic calming
- ❖ \$950,000 for the Pearl City Master Plan
- ❖ Helped to secure a Special Temporary Authorization from the Federal Communications Commission for continued use of the City's police, fire and rescue wireless services, relieving the City of large fines while the City finished its application materials
- ❖ Helped to secure Appropriations language to ensure continuation of the FAA (for the specific designation) Contract Tower Program
- ❖ \$1.6 million for an Automated Traffic Management System
- ❖ \$350,000 for a multi-modal transportation program
- ❖ \$14.85 million for I-95 Interchange/Yamato Road Interchange Project
- ❖ \$13 million for beach renourishment (Including \$4.179 in 2014 for past reimbursement, and \$2 million toward current North Beach Segment renourishment based on projected cost).
- ❖ Helped to expedite a U.S. Army Corps permit for marina redevelopment project
- ❖ Prevented closure and relocation of downtown Boca Raton Post Office
- ❖ Designation of a Boca Raton census tract as an "Opportunity Zone" (2018)
- ❖ Helped stop a proposed Department of Homeland Security plan to transport migrants from the U.S.-Mexico to South Florida communities

Broward County Public Schools, Florida

- ❖ Worked with Congressional Delegation to secure passage of a provision to reinstate a three-year statute of limitations on FEMA's ability to reclaim grants provided to state or local governments following a declared disaster when there is no evidence of fraud, waste or abuse.

Contra Costa County, California

- ❖ \$2.95 million over 7 years in funds unbudgeted by Administration to study levee improvements
- ❖ Authorization of new rail start
- ❖ \$19.491 million over twelve years for maintenance dredging,
- ❖ \$8.089 million over 10 years in study funding of dredging project generally unbudgeted by Administration
- ❖ \$41.170 million over 12 years, \$3.4 million above Administration request, for maintenance dredging
- ❖ \$2.063 million over four years for a Countywide police communications system.
- ❖ \$1.687 million over five years for unbudgeted construction of "new start" flood control project
- ❖ \$1.266 million over six years for flood control study, \$966,000 over Administration request
- ❖ \$72,000 for youth literacy program
- ❖ \$14 million for construction of new highway
- ❖ \$1 million for bike/hike trail
- ❖ \$1.187 million over 2 years, unbudgeted by Administration, for clean-up of mercury mine
- ❖ \$121,000 for library at juvenile hall
- ❖ \$14.569 million over 3 years for levee stabilization construction not requested by Administration
- ❖ Help to secure legislation allowing work to proceed on flood control/environmental restoration projects, with assurance County could be credited for expenses incurred prior to approval of project

- ❖ Authorized Army Corps of Engineers to study the beneficial use of dredged materials for levee maintenance and ecosystem restoration
- ❖ \$978,000 over two years to assist children exposed to domestic violence
- ❖ \$200,000 to combat methamphetamines
- ❖ \$750,000 Justice Department 2nd Chance Act grant for reintegration/recidivism reduction program

City of Dallas, Texas

- ❖ \$97.31 million, (\$95.31 million above Administration requests) over ten years, including “new start” not requested by Administration, for flood control project, with statutory language each year requiring Corps to fund project opposed by Administration
- ❖ \$8 million for construction of a new bridge
- ❖ \$13.925 million for construction of a replacement bridge
- ❖ \$83.15 million for construction of a replacement bridge
- ❖ \$11.019 million over ten years, \$6.791 million over Administration request, for study of major flood control project
- ❖ \$1.452 million for water reclamation project not requested by Administration.
- ❖ \$298 million authorization of flood control project, prior to completion of Army Corps study process. Corps process would likely have resulted in a project with more limited scope and federal share of \$51 million
- ❖ \$2.55 million for Army Corp investigations in Dallas Floodway/Upper Trinity River Basin
- ❖ Facilitated construction of flood control project and highway bridge over flood plain by securing legislative relief from federal historic designation
- ❖ Despite Congressional earmark ban, secured authorization required to overturn unfavorable Army Corps interpretation of previous legislation, thus allowing Corps participation in interior drainage project not generally in its purview

City of Daytona Beach, Florida

- ❖ \$600,000 for the Widening of West International Speedway Boulevard (US-92)
- ❖ Authorization for the Daytona Beach Stormwater Retention and Flood Protection Project in the Water Infrastructure Improvements for the Nation (WIIN) Act
- ❖ Worked with the City to submit communities for consideration under the Opportunity Zones Program as established by the Tax Cuts and Jobs Act and administered by the Department of Treasury.

City of Deerfield Beach, Florida

- ❖ \$2.8 million for State Road A-1-A improvements
- ❖ Assisted in successfully challenging the 1996 Census increasing the population to over 50,000, enabling the City to become eligible for federal funding for which they were not previously considered
- ❖ \$450,000 Universal Hiring Program grant from the Department of Justice
- ❖ \$490,000 for a Hurricane Mitigation Operation Center
- ❖ \$1.5 million for the Dixie Highway Flyover Bridge
- ❖ \$224,834 for firefighting equipment from the Assistance to Firefighters Grant Program
- ❖ \$1.682 million for the preparation of a General Reevaluation Report for Beach Segment 1
- ❖ \$28,860 in competitive grant funding under the FEMA Fire Prevention and Safety (FP&S) program to implement a “fall prevention” education program for their elderly population

- ❖ \$500,000 in competitive grant funding under the 2014 COPS Hiring Program to hire 4 new officers.
- ❖ \$50,000 under the 2014 Florida Recreational Trails program to improve Johnnie McKeithen Trail including pathway renovation and extension of an exercise trail.
- ❖ Secured an expedited U.S. Army Corps of Engineers construction permit that preserved a \$1.8 million Florida Inland Navigation District grant award toward the Sullivan Park expansion project
- ❖ Secured an expedited U.S. Army Corps of Engineers permit for construction of an artificial reef, thereby preserving grant funding that otherwise would have expired.

Escambia County, Florida

- ❖ Assisted with drafting and passing into law the RESTORE Act (Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act) adding language directing significantly larger percentage of funding directed to Florida to the 8 panhandle coastal counties most directly affected, with approximately \$3.46 billion allocated among the 5 Gulf Coast States
- ❖ Secured language in the National Defense Authorization Act (NDAA) allowing Escambia County and the US Navy to engage in a land swap regarding a landing field used for training purposes
- ❖ Passed legislation through the House in multiple congresses allowing for fee simple title transfer of leased lands on Santa Rosa Island

Florida A&M University, Florida

- ❖ \$1.4 million for Future Affordable Multi-Utility (FAMU) Materials for the Army Combat System
- ❖ \$2 million for the Biological Control and Agricultural Research Program.
- ❖ Helped to secure language directing FEMA to work with the State University System to fund the Hurricane Mitigation Project

Fort Lauderdale, Florida

- ❖ \$428,010 in competitive grant funding under the FEMA 2014 Assistance to Firefighters Grant (AFG) program for wellness and fitness programs.
- ❖ \$1,000,000 in competitive grant funding under the 2016 COPS Hiring grant program for hiring of eight officers.
- ❖ \$600,000 in competitive grant funding under the Bureau of Justice Administration FY2016 “Body Worn Camera Policy and Implementation Program” for acquisition and implementation of body worn cameras.
- ❖ Designation in 2018 of 4 census tracts as “Opportunity Zones”
- ❖ Assisted in securing \$191 million in funding for new Fort Lauderdale Federal Courthouse
- ❖ \$238,031 in competitive grant funding under the Bureau of Justice Assistance 2018 – Sexual Assault Kit Initiative
- ❖ Ensured that \$60 million Lockhart Stadium – Inter Miami Stadium (DRV PNK) received FAA approvals as to Air Traffic Obstruction

Golden Gate Bridge, Highway and Transportation District, California

- ❖ Helped to secure policy revision to permit nonfederal monies spent on seismic retrofit of bridge work to count toward local share of federal funds utilized in future. This provision was critically needed to allow retrofit work to commence
- ❖ Worked with US DOT headquarters to overturn decision made in region and so allow transportation monies to be used for rail restoration of immediate importance to freight railroad

- ❖ \$169.058 million through legislative earmarks and/or the Secretary's discretionary program for seismic retrofit of Golden Gate Bridge
- ❖ Helped to secure legislation making maintenance of ferry channel a federal responsibility.
- ❖ \$3.34 million in unbudgeted funding for the Army Corps of Engineers to dredge a ferry channel
- ❖ \$500,000 for the Golden Gate Bridge Ferry Berth Facility
- ❖ \$1.44 million over two years for movable median barriers on Bridge
- ❖ \$475,000 for parking improvements at ferry terminal facility
- ❖ \$1.46 million – Assisted with successful DOT grant application for funding of a ferry fuel system
- ❖ \$2.4 million – Assisted with successful grant application that resulted in funding for ferry terminal passenger access improvements.
- ❖ Assisted in securing provision in transportation reauthorization bill that expanded District's eligibility for federal aid from just Bridge program to all of Title 23
- ❖ Assisted in securing provision making suicide deterrent systems eligible for federal highway funding, resulted in over \$50 million in funding

Hallandale Beach, Florida

- ❖ \$298,570 in competitive grant funding under the FEMA 2014 Assistance to Firefighters Grant (AFG) program under a Regional Grant application for Self-Contained Breathing Apparatus equipment
- ❖ Engaged in a successful multi-year lobbying effort to reverse a denial by FEMA of additional time to utilize grant dollars for a flood mitigation project. After going through the full appeal process, an extension of fifty-two months (4 years and four months) was secured preserving \$9.3 million in mitigation dollars that were otherwise in jeopardy, with the City allowed sufficient time to design, permit, and construct the unfinished portion of its NE/SE-SW drainage project.
- ❖ \$12,858 in competitive grant funding under the FEMA 2016 Fire Prevention and Safety Grant (FP&S) program for an interactive robot and updated safety "mascot" to conduct outreach to the City's families and children.
- ❖ \$70,000 in competitive grant funding under the FEMA 2016 Assistance to Firefighters Grant (AFG) program to acquire twenty-two P-25 compliant mobile interoperable radios as part of an eight city \$722,273 regional request award.

City of Hampton, Virginia

- ❖ \$250,000 for program for police cruiser cameras and interoperable communications
- ❖ \$250,000 for risk identification, planning, communication, response coordination, and modeling activities for disaster mitigation.

Hillsborough Community College, Florida

- ❖ \$6 million in competitive grant funding from the U.S. Department of Education to beef up HCC's STEM pipeline from developmental math to 4 year degree completion. As the only Hispanic-serving institution in Tampa Bay - largest grant in its history in this category
- ❖ \$340,000 for the Information and Instructional Technology and Innovative Technology Program
- ❖ \$676,000 for the Veterinary Technology Program
- ❖ \$100,000 for Community Oriented Police Training Facility equipment.
- ❖ \$200,000 for the Public Safety Training Center
- ❖ \$1.68 million cumulative under EDA for workforce training center
- ❖ \$285,000 for the Community Dental Clinic
- ❖ \$200,000 for Building Exterior Skin Replacement at the Brandon Campus

- ❖ \$498,815 competitive grant through the Employment Training Administration Technology Based Learning Initiative Grant program
- ❖ Assisted the College to successfully apply for and participate in the U.S. Cleantech Trade & Investment Mission in France and Belgium through the Economic Development Administration and the International Trade Administration.
- ❖ \$602,354 in competitive grant funding under the FHWA Transportation, Community and System Preservation Program (TCSP) for Leroy Avenue Entrance Improvements
- ❖ \$350,000 under EDA to establish Diesel/Marine Diesel/Transit Training Center

City of Homestead, Florida

- ❖ \$750,000 for the East-West Bus Connector
- ❖ \$1.05 million for water and wastewater infrastructure improvements
- ❖ \$690,000 for facilities and equipment at the William F. "Bill" Dickinson Senior Center
- ❖ \$5.6 million for the widening of SW 328 from SW 137 Avenue to 152 Avenue
- ❖ \$2 million for the widening of SW 320 (Mowry Drive) from Flagler Avenue to SW 187 Avenue
- ❖ \$500,000 for a water utility upgrade project
- ❖ \$500,000 for the YMCA Energy Efficiency HVAC and Building Management Control
- ❖ \$500,000 for Emergency Wireless Law Enforcement Technology
- ❖ Helped to secure authorizing language in MAP-21 that directs each State to consider certain criteria when allocating funds to highway projects. This criterion includes funding evacuation routes serving or adjacent to Armed Forces facilities
- ❖ \$7.6 million for a Multimodal Transit Center through 2016 DOT FHWA earmark repurposing initiative that permitted the allocation of unused historic earmarks for new projects
- ❖ Designation of Homestead Air Force Base in FAA's Military Airport Program for a 5-year period

Jacksonville Aviation Authority, Florida

- ❖ Worked with officials in the Federal Aviation Administration and helped to secure a \$2.2 million discretionary grant for runway improvements
- ❖ Helped to secure designation of the Jacksonville Airport within the FAA's Military Airport Program. This makes the airport eligible for grants for capital improvements for a five-year period
- ❖ Received report language directing the FAA to fund a new taxiway
- ❖ \$7.17 million for airport access road
- ❖ \$722,000 for Cecil Field

Lake County, Florida

- ❖ \$11.6 million for the widening of State Road 50
- ❖ \$200,000 for construction of the Citrus Ridge Library
- ❖ Obtained a congressional directive to fund the County's drinking water study and a substantive directive that makes the County eligible to receive grant funding through USDA's Rural Development Programs even though the County does not technically meet program criteria
- ❖ \$1.8 million for an Emergency Operations Center
- ❖ \$1,702,500 for Law Enforcement Technology
- ❖ \$750,000 for Palatlahaha Bridge Replacement
- ❖ \$44,550 for Smart Occupancy Sensing Thermostat Energy Retrofit project under the Florida Department of Agriculture and Consumer Services - 2015 Energy Efficiency for Public Buildings grants (along with \$9,912 match) – toward \$54,462 project

- ❖ \$1,774,980 million in competitive grant funding under the 2015 FEMA SAFER Grant Program to hire 15 new firefighters to fully staff firefighter crews

City of Lauderdale Lakes, Florida

- ❖ \$196,514 for Business Resource Center and Business Development Training
- ❖ \$200,000 for library renovation and construction of a new educational and cultural addition
- ❖ \$164,500 for Law Enforcement Technology
- ❖ \$750,000 for Emergency Operations Center
- ❖ \$1,570,920 under the 2012 SAFER Grant program to restore five career firefighter positions
- ❖ \$250,000 under the 2013 COPS Hiring Program to hire two additional officers
- ❖ \$125,000 under the 2014 COPS Hiring Program to hire an additional officer.
- ❖ \$250,000 under the 2016 COPS Hiring grant program for hiring of two officers.

Miami-Dade County, Florida

- ❖ \$25 million for East-West Rail Corridor
- ❖ \$5 million for the North Rail Corridor
- ❖ \$9.5 million for buses and bus facility
- ❖ \$8 million for construction of Miami-Palmetto Metrorail
- ❖ Helped to enable U.S. Customs Service to continue to use the surplus in the customs user fee account to fund up to 50 inspector positions
- ❖ Assisted in establishment of the McKinney/Homestead homeless facility with funding under the Defense Base Closure Act
- ❖ Assisted in identifying unspent HUD dollars which were targeted for rescission by congress and ensured that the dollars were obligated so that the County did not lose them
- ❖ Helped to successfully strike rescission provision that would have reduced Port of Miami Tunnel funding by \$5.8 million of the total \$10.3 million project amount
- ❖ Restored \$19 million in targeted assistance funding for immigration support programs in welfare reform legislation
- ❖ Stripped provision adverse to the County, which would have reduced assistance for legal aliens from immigration reform bill
- ❖ Helped to secure authorization for credit & reimbursement for costs of work related to the Agricultural & Rural Lands Retention Plan & the South Biscayne Bay Watershed Study which are contained within the Everglades & South Florida Ecosystem Restoration Critical projects.
- ❖ \$4.1 million for the Miami-Dade County Juvenile Assessment Center National Demonstration Project
- ❖ \$4 million for water and wastewater infrastructure improvements
- ❖ \$1 million for a mosquito helicopter
- ❖ \$30 million in reprogrammed funds from the Army Corps of Engineers
- ❖ \$3 million for Miami port tunnel
- ❖ \$500,000 for the 7th Avenue Transit HUB
- ❖ \$700,000 for the Miami-Dade Transit Bus Procurement Plan
- ❖ \$33.36 million for Metrorail Orange Line Expansion
- ❖ \$125 million dredging authorization
- ❖ Language that exempts the Miami Harbor General Reevaluation Report (GRR) from 2004 revised cost sharing rules governing GRRs. Miami was one of only two ports provided with the exemption language by the WRDA conference report

- ❖ Authorization allowing credit for work accomplished by non-federal interests in advance of the execution of the Project Cooperation Agreement
- ❖ \$475,000 for Bus Procurement
- ❖ \$1.139 million cumulative for Biscayne Bay Water Quality Assessment Model and Feasibility Study
- ❖ \$30.289 million for dredging of Miami Harbor Channel

Miami-Dade County Water and Sewer Department, Florida

- ❖ \$1 million for preliminary work on proposed water reuse facility.
- ❖ \$1.3 million for sanitary sewer overflow (SSO) study.

Miami-Dade Seaport, Florida

- ❖ Helped to secure language directing the Army Corps of Engineers to dredge the Port
- ❖ \$23 million for the completion of high-span bridge connecting downtown Miami to the seaport
- ❖ \$300,000 for a General Reevaluation Report (GRR) to study further channel improvements.
- ❖ \$15 million for reimbursement to the Seaport Department for dredging work already completed at the Seaport's expense
- ❖ \$3.9 million for specific environmental mitigation work which has already been accomplished at the Seaport's expense

City of Miramar, Florida

- ❖ \$16.3 million in cumulative Urban Area Security Initiative grant funding: (\$5.4 million in 2011, \$5.4 million – 2012, and \$5.5 million – 2013)
- ❖ \$1,985,160 in competitive grant funding under the 2012 (awarded in 2013) FEMA SAFER Program to hire 12 new firefighters to staff a new engine company in the City
- ❖ \$240,000 in competitive grant funding under the FEMA Assistance Firefighters Grant (AFG) Program for the purchase of an Advanced Life Support Ambulance
- ❖ \$60,000 in competitive grant funding under the Scotts Miracle-Gro GRO1000 Gardens and Green Spaces Award Program to enhance a community garden
- ❖ Secured unanimous support of the Florida Congressional delegation for a floor amendment to the FY2012 House Homeland Security Appropriations that reversed a provision that would have eliminated all UASI grant funding for South Florida
- ❖ Secured language in the FY2012 House Homeland Security Authorization Act ensuring consideration of unique South Florida risk factors in the allocation of DHS UASI funding
- ❖ \$1.5 million 2013 Broward County Redevelopment Program Grant for the redevelopment of Shirley Branca Park (amphitheater) and median, streetscape, and drainage improvements
- ❖ \$41,000 in competitive grant funding under the Florida EMS Grant program for mechanical CPR equipment
- ❖ Secured an agreement from GSA and ICE to construct a parking structure at the Miramar ICE facility and provide access to bathrooms and water fountains and establishment of a true appointment system to alleviate hazardous street parking and provide individuals access to basic facilities.

City of Missouri City, Texas

- ❖ \$893,676 in competitive grant funding under the 2011 COPS Hiring Grant program to hire four police officers to address increasing gang activity

- ❖ \$500,000 in competitive grant funding under the 2015 COPS Hiring Grant program to hire four police officers to combat gang violence

Village of Oak Lawn, Illinois

- ❖ \$100,000 for Law Enforcement Technology
- ❖ \$1,347,952 million in competitive grant funding under the 2016 FEMA SAFER Grant Program to hire 7 new firefighters to fully support the Village's firefighting requirements.

City of Oviedo, Florida

- ❖ \$180,000 for law enforcement technology upgrades
- ❖ \$140,778 for a Firefighters Assistance Grant
- ❖ \$2,885,500 for State Road 426/County Road 419

City of Plantation, Florida

- ❖ \$500,000 for the Multi Use Recreational Trail (MURT) system
- ❖ \$337,500 for a community amphitheater
- ❖ Obtained a congressional directive to fund the City's stormwater management plan and a subsequent directive that makes the City eligible to receive grant funding through the Department of Agriculture's Rural Development Programs even though the City does not technically meet program criteria
- ❖ \$1.288 million for the Central Transit Greenway System
- ❖ \$282,000 for digital police radios

City of Riviera Beach, Florida

- ❖ \$750,000 for police communications equipment
- ❖ \$1.3 million for a traffic calming project
- ❖ \$600,000 for a stormwater management plan
- ❖ \$502,500 for an urban retail development project
- ❖ \$500,000 in grant funding from EPA for operation of the City's airstrippers
- ❖ Reversed position of Environmental Protection Agency mandating that they adopt and implement a plan to actively treat and remove contamination from the City's drinking water The estimated cost of the remedy is \$865,000
- ❖ Initiated an investigation by the EPA Ombudsman of the EPA's handling of the City's contaminated water problem. This action led to the EPA's decision to cover the operation and maintenance costs of the City's air strippers, relieving the City of an \$880,000 expense
- ❖ \$2 million for Blue Heron Boulevard improvements
- ❖ \$394,000 for law enforcement technology
- ❖ \$625,000 in competitive grant funding under the 2014 COPS Hiring Program to hire five additional new officers.
- ❖ Secured reinstatement by the Department of Treasury Community Development Financial Institutions Fund (CDFI) of the City's 2014 New Market Credit Tax application that had been unfairly disqualified after being deemed a common enterprise with another application
- ❖ Achieved agreement from the Department of Justice - Office of Community Oriented Policing Services (COPS) that the City's 2015 MOU with the Palm Beach School District adequately sets forth

discipline and privacy issues, thereby avoiding a delay in the deployment of officers until after the beginning the school year.

- ❖ \$158,736 under the 2014 Assistance to Firefighters Grant program for self-contained breathing apparatus (SCBA) equipment for firefighter personal protective equipment.
- ❖ Helped secure 2016 release of federal interest by the Department of Health and Human Services for Spanish Courts property, and allow for its redevelopment for Senior Housing and an adjoining public market.
- ❖ \$138,885 in competitive grant funding under the Bureau of Justice Administration FY2016 "Body Worn Camera Policy and Implementation Program" for acquisition and implementation of body worn cameras.
- ❖ \$1,335,761 million in competitive grant funding under the 2016 FEMA SAFER Grant Program to hire 9 new firefighters to fully support the City's firefighting requirements.

Sonoma County, California

- ❖ \$2.75 million over three years for construction of park and ride lots
- ❖ \$6 million for intermodal transportation facilities
- ❖ \$1.5 million for construction of Visitor's Center
- ❖ \$37.85 million to widen Highway 101
- ❖ Authorization of new rail start
- ❖ Help to secured funding for installation of radar at County airport
- ❖ \$1 million to assist with construction of a bus garage
- ❖ \$500,000 for a landfill gas conversion facility
- ❖ \$500,000 for a CNG fueling facility upgrade
- ❖ \$225,000 for sewage improvements for local community
- ❖ \$500,000 for sewage improvements for local community
- ❖ \$1.218 million for purchase of CNG transit buses
- ❖ \$1 million, discretionary grant for airport runway improvements
- ❖ \$635,000 discretionary grant to attract service to airport, from the Small Airport Assistance Program.
- ❖ \$5.6 million for highway widening
- ❖ Help to secure legislative remedy to overcome Homeland Security Administration refusal to provide security screeners at County-owned airport
- ❖ \$500,000 toward purchase of park
- ❖ \$190,000 for integrated emergency operations center
- ❖ \$650,000 competitive grant from the Department of Transportation to facilitate an additional route through a small airport
- ❖ \$8 million in emergency funding from USDA to prevent the spread of European grapevine moth (EGVM) in California, including Sonoma County
- ❖ Worked to secure legislative provision facilitating maintenance dredging of small harbors, and then secured about \$5 million not included in Administration budgets, to carry out the project
- ❖ \$5.6 million appropriated for preparation of dredge material site, with a statutory requirement that old dredge materials be used to construct a new public park, and dredging of a bay Administration had requested \$1.9 million for a dredging project
- ❖ Work annually to continue small federal program that returns a portion of geothermal royalties to the county of origin. Brings the County over \$1 million each year

Sonoma County Water Agency, California

- ❖ \$1 million to replace septic systems with sewage hookups
- ❖ \$750,000 for expansion of capacity at a sewage treatment plant
- ❖ Initiated effort to establish Pacific Coastal Recovery Fund. Worked extensively with Administration, and developed coalition with other coastal states and their congressional delegations. The Program was funded at \$58 million its first year. \$500,000 for a Bureau of Reclamation Project to reuse recycled water, not requested by the Administration
- ❖ \$9.139 million to study four ecosystem restoration projects, budgeted by Administration at \$6.695 million. Each project was initially a new start not requested by the Administration
- ❖ \$60.504 million in operation and maintenance funding of a dam, including substantial additions over budget request for improved fish hatchery operations not requested by the Administration
- ❖ \$87.5 million federal share of authorization for largest environmental restoration project west of the Mississippi River, adding \$52 million in authorization to project approved by the Army Corps
- ❖ \$3.35 million for environmental restoration of salt marsh, compared to Administration 1.975 million
- ❖ \$1.495 million for a regional water reuse project of the Bureau of Reclamation, not requested by the Administration.
- ❖ \$49.911 million for operation and maintenance funding of a dam and dam facilities
- ❖ \$4,538,270 for operations & maintenance at Coyote Valley Dam
- ❖ \$7,767,230 for operations & maintenance at Dry Creek (Warm Springs) Lake and Channel
- ❖ \$500,000 for Army Corps investigations at the San Pablo Bay Watershed
- ❖ \$7 million for Army Corps construction at NAPA River Salt Marsh Restoration project
- ❖ Assisted in development of strategy to secure greater Army Corps assistance in implementation of biological opinion, and to request new start feasibility studies of importance to the client as part of their budget request, and then with Congress to overturn its previous policy against funding such new starts. Resulted in \$300,000 in Corps work plan for new starts.
- ❖ Secured Army Corps new start funding for 2 Sec. 1135, Project Modifications for the Improvement of Environment projects critical to accelerate implementation of work under a biological opinion.
- ❖ Worked to secure \$120,000 in Corps work plan for additional hatchery work at Corps facility despite Congressional earmark ban, secured Army Corps authorization aimed exclusively at project that will allow Corps participation in project essential to the implementation of a Biological Opinion entered in pursuant to the Endangered Species Act

Seminole County, Florida

- ❖ \$1.425 million for commuter bus stations
- ❖ \$970,000 for State Road 46 regional evacuation route

South Seminole & North Orange County Wastewater Transmission Authority, Florida

- ❖ \$30 million authorization for the rehabilitation of the wastewater system
- ❖ \$650,000 for Water and Wastewater Infrastructure Improvements Project

Tampa Port Authority, Florida

- ❖ The Main Channel deepening project was, upon its completion, the largest public works project in the state of Florida. This was completed at 100 percent federal government expense, with a total cost in excess of \$200 million
- ❖ Obtained an exemption from limitations placed on the use of tax-exempt bonds for the acquisition of property for the Tampa Port Authority

- ❖ \$175,000 for improvements to the Alafia Channel, despite the opposition of the Army Corps of Engineers
- ❖ \$2 million grant from the Economic Development Administration for navigational improvements necessary for business expansion at the Seaport
- ❖ \$1 million grant from the Federal Highway Administration for the construction of ferry docks
- ❖ \$1 million for economic development and revitalization efforts at the Garrison Seaport.
- ❖ \$3.2 million for dredging the Ybor Turning Basin
- ❖ \$70 million authorization for federal improvements to the Alafia Channel, despite Administration's opposition
- ❖ Helped to secure an authorization for improvements to the Port Sutton Channel
- ❖ Helped to secure the conveyance of the Department of Navy property to the Tampa Port Authority
- ❖ \$500,000 for improvements to the disposal areas
- ❖ \$12 million for the dredging of the Big Bend Channel
- ❖ \$200,000 for continuing the General Re-evaluation Report (GRR)
- ❖ \$202,000 for a terminal expansion
- ❖ \$2.5 million for the widening of a portion of the main channel. Also helped to secure language directing the Army Corps of Engineers to widen portion of channel
- ❖ Obtained authorization for new construction work at CUT B
- ❖ \$950,000 for construction at Tampa Harbor
- ❖ \$9.565 million for operations and maintenance at Tampa Harbor
- ❖ Helped secure language requiring the Secretary of the Army to reimburse the Authority for the Federal share of the dredging work carried out for the Tampa Harbor Big Bend Channel project.

City of Treasure Island, Florida

- ❖ \$50 million for the Causeway Bridge
- ❖ \$1 million for wastewater and sewer system upgrades
- ❖ \$500,000 for a beach access project
- ❖ \$450,000 for signalized crosswalks to increase pedestrian safety

City of Virginia Beach, Virginia

- ❖ \$112 million authorization for beach erosion control and hurricane protection project
- ❖ \$111.427 million in cumulative appropriations for construction of a Beach Erosion Control and Hurricane Protection Project
- ❖ Helped secure 50-year authorization for Army Corps of Engineers maintenance of the Rudee Inlet, ensuring federal cost participation for 50 years without being subject to the current \$4.5M cap
- ❖ Helped to secure language to continue funding Sandbridge Beach project periodically for 50 years
- ❖ \$12.933 million for the renourishment of Sandbridge Beach
- ❖ \$4 million - construction funds for Hurricane Protection project's 79th St Outfall
- ❖ Coordinated efforts for Commerce decision to allow construction of Lake Gaston water pipeline
- ❖ \$800,000 for funding of innovative homeless activities
- ❖ \$1 million for the study of a new intermodal center
- ❖ \$7.399 million for the Rudee Inlet Navigation Maintenance Project
- ❖ \$7 million for construction of Southeastern Parkway and Greenbelt
- ❖ \$198,000 appropriated to reimburse City for unauthorized fees imposed by the Department of Interior, and helped secure a congressional authorization for this action in the WRDA
- ❖ \$400,000 for the Norfolk Avenue Bike Trail and \$800,000 for Atlantic Avenue Trails

- ❖ \$150,000 for the Providence Road Trail Project
- ❖ \$4.773 million for the Environmental Restoration for Lynnhaven Inlet project
- ❖ Helped secure language allowing sand from nearby channel to finish hurricane protection project
- ❖ \$200,000 for para-transit for the handicapped
- ❖ \$500,000 for traffic light signalization projects
- ❖ \$12 million in competitive grant and congressionally directed funding from COP Interoperable Communications Technology Program for the purchase of communications equipment, enhancements to communications infrastructure, and project management expenses.
- ❖ \$150,806 for the Virginia Aquarium & Marine Science Center's Chesapeake Bay Champions (CBC) project under the National Oceanic and Atmospheric Administration's (NOAA) B-Wet Program
- ❖ \$363,900 for Virginia Aquarium & Marine Science Center's Stranding Program from the John H. Prescott Marine Mammal Rescue Assistance Grant Program via National Marine Fisheries Service
- ❖ \$250,000 to initiate construction of a marine mammal stranding center.
- ❖ \$112,500 in 2002 for the Virginia Aquarium & Marine Science Center's general operations under the General Operating Support grant from the Institute for Museum and Library Services
- ❖ \$425,000 for the Marine Science Museum Science Camp
- ❖ \$48,000 for the Virginia Aquarium & Marine Science Center "Beyond the Aquarium" program
- ❖ Worked with HUD to remove City from the Administration's FY 2003 Budget list for 50% reductions in CDBG that would have devastating effect on critical local low-income housing and affordable housing for military personnel programs
- ❖ Helped secure language in 2005 National Defense Authorization Act ensuring a study would be done on the state of TRICARE to provide health and support services for "exceptional family member program" enrollees in high-density military areas such as Virginia Beach
- ❖ \$11.4 million for I-264/Lynnhaven Parkway/Great Neck Road Interchange
- ❖ Worked with Department of Homeland Security to have the Hampton Roads region designated eligible for Urban Area Security Initiative (UASI) Homeland Security Grants
- ❖ \$988,000 for Public Safety Interoperability Technology Upgrades
- ❖ \$1.245 million for the Lynnhaven Inlet, Bay and Connecting Waters Maintenance Dredging
- ❖ \$750,000 for the Lesner Bridge Replacement project
- ❖ Helped to secure language that would allow the City to use its own funds for beach renourishment.
- ❖ Helped to secure authorizing language in MAP-21 that directs each State to consider certain criteria when allocating funds to highway projects. This criterion includes funding evacuation routes serving or adjacent to Armed Forces facilities
- ❖ \$844,000 to finish an analysis to address and prepare for emergencies related to sea level rise from the National Oceanic and Atmospheric Administration's Regional Resilience Grant Program
- ❖ Worked with congressional delegation, Transportation and Infrastructure Committee, and Environment and Public Works Committee to support New Start determination language in the Senate Energy and Water Appropriations bill to continue to allow the U.S. Army Corps of Engineers greater flexibility in selecting projects for its work plan
- ❖ \$10 million in U.S. Army Corps of Engineers New Start funds for the Lynnhaven River Basin Ecosystem Restoration; one of only 5 New Start projects funded in Fiscal Year 2018
- ❖ \$17.6 million as part of the USACE FY 2018 Work Plan construction funds for the Virginia Beach Hurricane Protection program for beach maintenance and dredging
- ❖ \$925,000 total as part of the USACE FY 2018 Work Plan operations and maintenance funds for shoaling, maintenance, and dredging of the Lynnhaven Inlet

- ❖ \$720,000 total as part of the USACE FY 2018 Work Plan operations and maintenance funds for shoaling, maintenance, and dredging of the Rudee Inlet
- ❖ \$3 million as part of FY 2018 Civil Works Budget short-term construction project funds for Sandbridge Beach

Town of Windermere, Florida

- ❖ \$750,000 for traffic calming measures
- ❖ \$200,000 for a stormwater management plan
- ❖ \$240,000 for bicycle and pedestrian improvements



CITY OF FORT LAUDERDALE



Dean J. Trantalis
Mayor

100 North Andrews Avenue
Fort Lauderdale, FL 33301
(954) 828-5004
(954) 828-5667 Fax
dtrantalis@fortlauderdale.gov
www.fortlauderdale.gov

May 6, 2020

The Honorable Ted Deutch
U.S. House of Representatives
2447 Rayburn House Office Building
Washington, D.C. 20515

Re: Request for Direct Stimulus Funding to Cities Under 500,000 in Population

Dear Representative Deutch,

I, along with my fellow City Commissioners and City Administration want to extend our appreciation for your support and assistance to South Florida, and specifically to the City of Fort Lauderdale, during this coronavirus (COVID-19) emergency. As we navigate the financial repercussions of this emergency, we are asking for your continued support of the 186,220 permanent residents of our City.

As you know Broward County has been greatly impacted by the COVID-19 crisis. The County has almost 5,000 positive cases and tragically over 170 deaths from the coronavirus. The City of Fort Lauderdale is greatly saddened by this loss of our fellow citizens, but optimistic that we have "flattened the curve" on the spread of the virus due to our early social distancing and stay at home orders that were among the first in the state issued back on March 28, 2020.

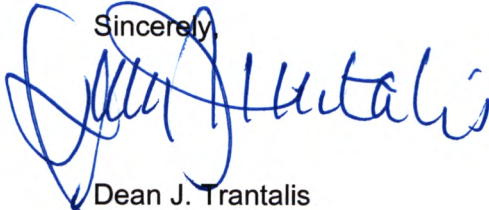
However, with many of our local business closed over the past six weeks, and over 51,000 unemployment claims among Broward County residents, we are already seeing a dramatic impact to our City revenues. We are estimating a General Fund revenue shortfall of \$19.2 Million and in addition to the shortfall in other funds that support the City's operations. Our City employs 2,841 individuals who provide essential public safety, emergency response, utilities, public works, permitting, and law enforcement services. Despite the City's prudent financial planning, with the continued loss of revenue it will be challenging to maintain our current service levels in the aftermath of this unprecedented event.

The Fort Lauderdale City Commission passed the approved Resolution (Exhibit 1) on May 5, 2020 urging the U. S. Congress to enact legislation to expand direct funding to communities under 500,000 in population, with funds distributed on a formula that takes into account both population and issues of larger metropolitan areas, such as Fort Lauderdale that is home to the Fort Lauderdale/Hollywood International Airport and Port Everglades. Fort Lauderdale serves as both a regional governmental and cultural center, and along with our famous beach ordinarily draws an influx of over 14 million visitors annually.

The Honorable Ted Deutch
May 6, 2020
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The City of Fort Lauderdale requests your support for direct economic stabilization funding to communities under 500,000 in population to alleviate the major revenue shortfalls we are already seeing. We appreciate your advocacy for our community in Washington, D.C. and thank you for your strong support.

Sincerely,



Dean J. Trantalis
Mayor

Attachment

Exhibit 1 – Resolution

c: Vice Mayor and City Commissioners
City Manager
Deputy City Manager
Assistant City Manager
City Attorney

RESOLUTION NO. 20-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, URGING THE UNITED STATES CONGRESS TO ENACT A CARES ACT PART II THAT WOULD EXPAND DIRECT FUNDING TO COMMUNITIES UNDER 500,000 IN POPULATION, AND LEGISLATION THAT WOULD PROVIDE DIRECT ECONOMIC STABILIZATION FUNDING TO COMMUNITIES UNDER 500,000 IN POPULATION TO ALLEVIATE MAJOR REVENUE SHORTFALLS AS A RESULT OF THE COVID-19 CRISIS, AND PROVIDING FOR DISTRIBUTION OF THIS RESOLUTION, SEVERABILITY, RESCISSION OF CONFLICTING RESOLUTION PROVISIONS, AND AN EFFECTIVE DATE.

WHEREAS, Florida Governor Ron DeSantis issued Executive Order Number 20-52, declaring a state of emergency for the entire State of Florida as a result of Novel Coronavirus Disease 19 ("COVID-19"); and

WHEREAS, Palm Beach, Broward, Miami-Dade, and Monroe Counties, Florida, have all been greatly impacted by the COVID-19 crisis; and

WHEREAS, as of April 28, 2020, there are almost 5,000 positive cases of COVID-19 and tragically, 179 deaths in Broward County, Florida, resulting from COVID-19; and

WHEREAS, the City of Fort Lauderdale mourns the loss of its citizens, but is optimistic that the "curve" on the spread of COVID-19 has been "flattened" due to early social distancing and stay at home orders that were among the first in the State; and

WHEREAS, with numerous local businesses closed over the past six weeks, and unemployment claims among Broward County residents at 51,981, the City of Fort Lauderdale estimates a \$19.2 Million reduction of revenue to the General Fund, while working diligently to maintain public safety and health amidst the COVID-19 pandemic; and

WHEREAS, the City of Fort Lauderdale employs 2,680 full-time employees, many of whom provide essential services to 186,220 permanent residents in regard to public safety, emergency response, utilities, public works, permitting, and law enforcement, and who are not easily replaced; and

WHEREAS, as the county seat of Broward County, Florida, a regional governmental and cultural center, home to the Fort Lauderdale/Hollywood International Airport and Port Everglades, and tourism magnet with an influx of over fourteen million visitors annually, the City of Fort Lauderdale faces issues faced by large metropolitan areas; and

RESOLUTION NO. 20-71

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WHEREAS, while the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") provided \$150 billion of Coronavirus relief funds for state, local, and tribal governments, its provisions only provide direct funding to counties and municipalities with populations of 500,000 or more, leaving numerous sizable communities like the City of Fort Lauderdale dependent on possible sub-allocations from Broward County, which is among the hardest hit by COVID-19 in all of Florida with almost 5,000 cases, and its economy particularly impacted, with much of its revenue dependent upon travel and tourism that have essentially come to a halt; and

WHEREAS, direct funding would allow the City of Fort Lauderdale to maintain its personnel and provide essential services without interruption, thereby averting substantial increases in taxes, rates, and fees, or cuts in services, that if increased, will exacerbate the financial stress that both businesses and residents are already facing; and

WHEREAS, direct funding would allow local governments such as the City of Fort Lauderdale, which is already over six months into its annual budget, with its fiscal year 2019-2020 millage rate already set, to absorb the financial impact from the sudden drop in economic activity due to stay at home orders and closures of nonessential businesses; and

WHEREAS, as one of thirty-one municipalities in Broward County, the City of Fort Lauderdale should not have to compete with other municipalities and localities for CARES Act funds; and

WHEREAS, direct disbursement of federal funds to municipalities such as the City of Fort Lauderdale would minimize or eliminate unnecessary competition and administrative hurdles; and

WHEREAS, as a Community Development Block Grant entitlement community, and Byrne Justice Assistance Grant recipient, and having weathered numerous hurricane and tropical storm events, the City of Fort Lauderdale is well versed in the administration of federal funds; and

WHEREAS, the City of Fort Lauderdale's bond rating prior to COVID-19 was AAA for Standard & Poor's and Aa1 for Moody's Investors Service;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City of Fort Lauderdale urges the United States Congress to enact a CARES Act Part II that would expand direct funding to communities under 500,000 in population, including the City of Fort Lauderdale, with funds distributed based on a

RESOLUTION NO. 20-71

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formula that would take into account both population and a community's stature as the center of a large metropolitan area.

SECTION 2. That the City of Fort Lauderdale urges the United States Congress to enact legislation that would provide direct economic stabilization funding to communities under 500,000 in population, including the City of Fort Lauderdale, to alleviate major revenue shortfalls as a result of the COVID-19 crisis.

SECTION 3. That the City Clerk is directed to provide a copy of this Resolution together with a letter from the Mayor of the City of Fort Lauderdale to the following:

The Honorable Marco Rubio
United States Senate
284 Russell Senate Office Building
Washington, D.C. 20510

The Honorable Rick Scott
United States Senate
716 Hart Senate Office Building
Washington, D.C. 20510

The Honorable Debbie Wasserman Schultz
U.S. House of Representatives
1114 Longworth House Office Building
Washington, D.C. 20515

The Honorable Ted Deutch
U.S. House of Representatives
2447 Rayburn House Office Building
Washington, D.C. 20515

The Honorable Alcee L. Hastings
U.S. House of Representatives
2353 Rayburn House Office Building
Washington, DC 20515

SECTION 4. That if any clause, section, or other part of this Resolution shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Resolution shall not be affected thereby, but shall remain in full force and effect.

RESOLUTION NO. 20-71

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SECTION 5. That all resolutions or parts of resolutions in conflict herewith, be and the same are hereby rescinded.


SECTION 6. That this resolution shall take effect immediately upon its adoption.

ADOPTED this the 5th day of May, 2020.



Mayor
DEAN J. TRANTALIS

ATTEST:



City Clerk
JEFFREY A. MODARELLI

***CITY OF FORT LAUDERDALE, FLORIDA — WASHINGTON, D.C. ITINERARY
MARCH 11, 2019***

Dean Trantalis, Mayor	<i>cell: (954) 295-2838</i>
Chris Lagerbloom, City Manager	<i>cell: (954) 541-7953</i>
Maurice Kurland, Partner, Alcalde & Fay	<i>cell: (202)-368-0040</i>
Alcalde & Fay Driver: Arthur Nylander	
	<i>cell: (703)-801-3323</i>

<u>HOTEL:</u>	Omni Shoreham Hotel 2500 Calvert St NW Washington, DC 20008 (202) 234-0700	(Mayor Trantalis)
<u>HOTEL:</u>	Marriott Wardman 2660 Woodley Rd NW Washington, DC 20008 (202) 328-2000	(City Manager Lagerbloom)

3:25 pm Pick up Mayor and City Manager at the Marriott Wardman

4:00 pm Meeting with Chris Mitton, Senior Government Affairs Officer
The U.S Department of Transportation
1200 New Jersey Ave SE
Washington, DC 20590
(202) 617-5381

Note: Upon arrival, call Michael Russo, Special Assistant for DOT Governmental Affairs at (202) 617-5381 and he will escort you through security.

FORT LAUDERDALE—WASHINGTON, D.C. ITINERARY
SEPTEMBER 24TH, 2019

Commissioner Heather Moraitis	cell: (954) 303-3448
Chief of Education Zoie Saunders	cell: (352) 552-5197
City Manager Chris Lagerbloom	cell: (954) 541-7953
Maurice Kurland, Partner, Alcalde & Fay	cell: (202) 368-0040

Arthur Nylander, Driver, Alcalde & Fay	cell: (703) 801-3323
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HOTEL: **THE DARCY HOTEL**
1515 RHODE ISLAND AVE NW
WASHINGTON, DC 20005
(202) 232-7000

Tuesday, September 24th, 2019

2:15 PM	Pick up from Darcy Hotel – City Manager Chris Lagerbloom, and Chief of Education Zoie Saunders
2:40 PM	Pick up from Library of Congress Commissioner Heather Moraitis
3:00 PM	Margaret Romer, Deputy Director of the Division of Academic and Technical Education Office of Career, Technical, and Adult Education (OCTAE) Adam Honeysett, Director, State and Local Engagement U.S. Department of Education Potomac Center Plaza, 550 12th S, S.W. (202) 245-7501 (202) 401-3003 Note: *Upon arrival, ask reception for Ms. Romer where a member of her team will meet in the lobby and escort the group
4:30 PM	Employment & Training Administration U.S. Department of Labor 200 Constitution Ave NW o: (202) 693-2772 c: (202) 693-2772 Note: * Upon arrival, ask security desk for John Patrick Walsh and he will meet and escort the group

**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_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 for records 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.

Maurice Kurland
Authorized Signature

Partner & Lobbyist
Title

Maurice Kurland
Name (Printed)

8/13/2021
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

Alcalde & Fay, LTD.

Company Name

Maurice Kurland

Name (Printed)

8/13/2021

Date

Maurice Kurland

Signature

Partner and Lobbyist

Title

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: **Solicitation 12569-215**

Project Description: **This bid proposal from Alcalde & Fay provides an overview of the firm's federal advocacy efforts, as well as the means by which the firm can assist the City of Fort Lauderdale, Florida.**

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: **Alcalde & Fay, LTD.**

Authorized Company Person's Signature: **Maurice Kurland**

Authorized Company Person's Title: **Partner and Lobbyist**

Date: **8/13/2021**

9/15/2020



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

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

THE COMPLETE DBE 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_S2-185EQOPDIBUEN&showChanges=true

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.
- 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 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.
- 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 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 1, Class 2, or Class 3 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 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) | (Business Name) | 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. |
| (2) | (Business Name) | 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 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. |
| (3) | (Business Name) | 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 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. |
| (4) | Alcalde & Fay, LTD.
(Business Name) | 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 1, Class 2, or Class 3 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. |
| (5) | (Business Name) | requests a Conditional Class 1 classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City. |
| (6) | (Business Name) | requests a Conditional Class 2 classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City. |

BIDDER'S COMPANY: **Alcalde & Fay, LTD.**

AUTHORIZED PERSON:	COMPANY	Maurice Kurland	Maurice Kurland	8/13/2021
		PRINT NAME	SIGNATURE	DATE

Forms Non-Iso – revised 7/2/2021

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

Section 2-186, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-17-26), 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 for 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' residences 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_S2-186LOBUPR&showChanges=true

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 for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
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, 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.
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, 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 bid/proposal. 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 <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within ten (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 <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within ten (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 ten (10) calendar days of a formal request by the City. |
| (4) | Alcalde & Fay, LTD.
(Business Name) | is 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. |
| (5) | (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 to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City. |
| (6) | (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 to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City. |

BIDDER'S COMPANY: **Alcalde & Fay, LTD.**

AUTHORIZED PERSON:	COMPANY	Maurice Kurland	Maurice Kurland	kurland@alcalde-fay.com
		PRINT NAME	SIGNATURE	DATE

Forms Non-ISO – Revised 7/2/2021

**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.

Maurice Kurland
Authorized Signature

Maurice Kurland, Partner and Lobbyist
Print Name and Title

8/13/2021
Date

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) **Alcalde & Fay, LTD.** EIN (Optional): **52-0996647**

Address: **2111 Wilson Blvd, 8th Floor**

City: **Arlington** State: **VA** Zip: **22201**

Telephone No.: **(703) 841-0626** FAX No.: **(703) 243-2874** Email: **kurland@alcalde-fay.com**

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

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>
Addendum No.1	8/13/2021				
Addendum No. 2	8/18/2021				

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:

Nancy Gibson Prowitt

Name (printed)

8/18/2021

Date

Nancy Gibson Prowitt

Signature

President & Chief Operating Officer

Title

Revised 4/28/2020