

**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 Akin Gump Strauss Hauer & Feld LLP, a Texas limited liability partnership authorized to transact business in the State of Florida, (“Contractor”), whose address and phone number are Robert S. Strauss Tower, 2001 K. Street, NW, Washington, DC 20006, Phone: 202-887-4000, Email: [washdcinfo@akingump.com](mailto:washdcinfo@akingump.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”), except that all variances proposed in Exhibit B and any words or symbols in Exhibit B suggesting that Exhibit B is copyright-protected are deleted by this reference. Exhibit B includes the Contractor’s Contract Payment Method form dated November 5, 2021, whereby the Contractor agrees to accept the City’s P-card for payments made pursuant to this Agreement.

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 30<sup>th</sup>, 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](mailto: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: \_\_\_\_\_  
Sr. Assistant City Attorney

WITNESSES:

AKIN GUMP STRAUSS HAUER & FELD LLP

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

By: \_\_\_\_\_  
Kim Koopersmith, Partner

ATTEST:

(SEAL)

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

Title:

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by Kim Koopersmith as Partner for Akin Gump Strauss Hauer & Feld LLP, a Texas limited liability partnership 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	<b>Jim Hemphill</b> <b>Sr. Procurement Specialist</b> <b>Procurement Department</b> <b>954-828-5143</b> <b>jhemphill@fortlauderdale.gov</b>
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](http://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](http://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](http://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](http://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](mailto: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](http://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](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](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](http://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](mailto: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](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 STATEMENT**RFP/Bid /Contract No: Project Description: 

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

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

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Authorized Company Person's Signature: Authorized Company Person's Title: Date: 

9/15/2020



### **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](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) | <input style="width: 100%;" type="text"/><br>(Business Name) | is a <b>Class A</b> 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 <b>and</b> 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) | <input style="width: 100%;" type="text"/><br>(Business Name) | is a <b>Class B</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 <b>or</b> 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) | <input style="width: 100%;" type="text"/><br>(Business Name) | is a <b>Class C</b> 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) | <input style="width: 100%;" type="text"/><br>(Business Name) | is a <b>Class D</b> 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) | <input style="width: 100%;" type="text"/><br>(Business Name) | requests a <b>Conditional Class A</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.   |
| (6) | <input style="width: 100%;" type="text"/><br>(Business Name) | requests a <b>Conditional Class B</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](http://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 18<sup>th</sup>, 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)



**Akin Gump Strauss Hauer & Feld**

Bid Contact **Leslie Greenfield**  
**lgreenfield@akingump.com**  
**Ph 215-965-1224**

Address **1111 Louisiana Street, 44th Floor**  
**Houston, TX 77018**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
12569-215--01-01	Federal Legislative and Executive Branch Representative Services	<b>Supplier Product Code:</b>	<b>First Offer - \$120,000.00</b>	1 / year	<b>\$120,000.00 Y Y</b>

Supplier Total **\$120,000.00**

**Akin Gump Strauss Hauer & Feld**Item: **Federal Legislative and Executive Branch Representative Services****Attachments**

Akin Gump Cost Proposal - RFP 12569-215.pdf

Akin Gumps Response to RFP 12569-215.pdf

Akin Gump - Requested Variances - RFP 12569-215.pdf

# Akin Gump's Cost Proposal



## 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	<b>Jim Hemphill</b> <b>Sr. Procurement Specialist</b> <b>Procurement Department</b> <b>954-828-5143</b> <b>jhemphill@fortlauderdale.gov</b>
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.*

Akin Gump's Response to Federal Legislative and Executive Branch Representative Services  
RFP #12569-215 Prepared for

# City of Fort Lauderdale

**Akin Gump**  
STRAUSS HAUER & FELD LLP

August 20, 2021

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**Susan H. Lent**  
Partner  
slent@akingump.com  
+1 202.887.4558

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## 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.*

Akin Gump Strauss Hauer & Feld LLP (Akin Gump) is pleased to submit this proposal to the City of Fort Lauderdale (the City) in response to Request for Proposal (RFP) # 12522-715 for Federal Legislative and Executive Branch Representative Services. Included herein you will find relevant information about our firm, including Akin Gump's distinctive qualifications to represent the City in support of its Federal Legislative Program. We have also included biographies for our key personnel and a fee proposal.

Akin Gump is well equipped to handle complex, multifaceted and politically intricate matters. We have the largest government relations practice in Washington, D.C., which gives us a broad and deep breadth of experience on Capitol Hill and within almost every federal agency and the White House. Because our experience spans the branches of government, we can develop and execute the most effective strategy to meet your goals, whether that requires legislation or agency action.

Our team and members of the firm's public law and policy practice have close relationships with the Fort Lauderdale congressional delegation and with the leadership and staff of congressional committees with jurisdiction over matters important to the City, including transportation and other infrastructure, housing and economic development, health and social services and law enforcement.

We will provide services to the City from our Washington, D.C. office, where our team is all located. Our public policy professionals possess the know-how to achieve your policy goals and objectives, having worked on similar issues for decades. Not only do we have experience providing federal advocacy and government relations services to cities, but we understand the issues important to Fort Lauderdale, having represented the Downtown Development Authority (DDA) for many years. Below you will find our distinct qualifications to serve the City in Washington, D.C.

We look forward to the opportunity to discuss our proposal further. Should you have any questions or if you need supplemental information, please contact Susan Lent, the team lead, at +1 202.887.4558.

One interviewee remarks the firm has “the strongest practice in the U.S., if not worldwide,” appreciating its “depth and breadth of connections in Congress and incredible strategy when we have an issue.”

—Chambers USA

“They have an all-around phenomenal government relations team. They have been excellent, given us great advice and have helped guide us through the channels and point us in the right direction. They know who the right people are to contact for various matters.”

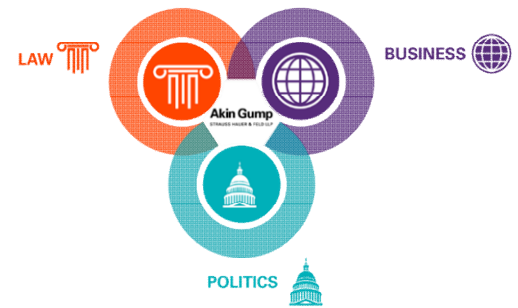
—Chambers USA



## Our Firm

Akin Gump was founded in Texas in 1945 by Robert Strauss and Richard Gump, with the guiding vision that commitment, excellence and integrity would drive the success of the firm. We incorporated those qualities into the firm's core values as we grew into an international, full-service law firm positioned at the intersection of commerce, policy and the law. Our goal in every engagement is to offer a level of client service that not only meets but anticipates our clients' needs and exceeds their expectations.

Akin Gump has one of the largest and most diverse government relations practice of any law firm in the world. Our bipartisan public law and policy (PLP) practice is consistently ranked at the top of government relations practices in Washington, D.C., both by publications and our peers. It comprises more than 70 lawyers and other professionals who practice exclusively on legislative, policy and regulatory matters, including former members of Congress and federal officials. Our core team's diverse backgrounds and technical experience make us particularly well suited to meet the needs of the City, and we can easily adapt to serve the City into the future as priorities shift and/or the balance of power changes. We are adept at assisting clients with a broad scope of activities through legislative advocacy, high-level administrative outreach, regulatory influence, coalition-building and project management. Our institutional knowledge, gained over years of experience ranging from "big picture" policy debates to discrete technical issues, gives us a level of understanding—and our clients a level of insight—unmatched by other firms. Members of the firm have held positions in both Democratic and Republican presidential administrations and served in elected and appointed positions for both parties in Congress. Regardless of which party is in power, Akin Gump will be able to provide effective representation to the City.



## Proposed Team

We have assembled an outstanding core team to represent the City who understand the issues important to the City and have strong relationships with members of the Fort Lauderdale congressional delegation, key congressional committees and Biden-Harris Administration officials. Below is a list of our team members who will be directly involved in this engagement. However, a strength of Akin Gump is our commitment to teamwork and focus on client service. As a result, we will make anyone in the firm available to the City as needed to achieve your objectives. All team members are located in the firm's Washington, D.C. office. We have included full biographies for the team in Appendix A to this proposal.

The team will assist the City with the full range of professional representation services and advocacy before Congress, the Senate, the White House, and federal departments and agencies with respect to all matters contained within the scope of services.

**Akin Gump's government relations practice is consistently ranked Band 1 in *Chambers USA***

- Susan Lent, partner.** Susan will lead this engagement and serve as the City's day-to-day contact. Susan heads the firm's infrastructure and transportation practice. She has more than 20 years of experience representing local governments on a range of matters, including transportation, water, housing, and economic development. She assists municipalities in securing federal funding and approvals for projects and programs and with navigating issues involving project approvals and program compliance. She has represented the DDA for many years and worked in partnership with the DDA on matters affecting the City, including securing funding for the federal courthouse. She also represents the City of Houston, among other cities, and has developed a deep understanding of issues important to cities as well as relationships that will benefit the City of Fort Lauderdale. Before joining Akin Gump, Susan served as a counsel to the House Committee on Transportation.
- Former U.S. Rep. Ileana Ros-Lehtinen, senior advisor.** Former U.S. Rep. Ileana Ros-Lehtinen (R-FL) served for almost three decades representing a congressional district in Miami and was the first Hispanic woman to serve in Congress. Ileana has strong bipartisan relationships with members of the Fort Lauderdale congressional delegation and other members of Congress.
- Ed Pagano, partner.** Ed joined Akin Gump after serving in the Obama administration as Senate Liaison and Deputy Assistant to the President for Legislative Affairs. Before joining the White House in 2012, Ed previously served as chief of staff to Sen. Patrick Leahy (D-VT), chair of the Senate Appropriations Committee. Ed is ranked Band 3 in *Chambers USA* for government relations.
- Arshi Siddiqui, partner.** Arshi has high-level relationships with Senate and House leadership, having served as Senior Policy Advisor and Counsel to House Speaker Nancy Pelosi; she has extensive experience in building and managing teams and coalitions to deliver bipartisan results and helps clients in successfully navigating complex legislative and regulatory challenges. Arshi has been named to *The Hill's* Top Lobbyists list and is ranked Band 2 in *Chambers USA* and recognized in *The Legal 500* for her government relations practice.
- Geoff Verhoff, senior advisor.** Geoff serves as Vice Chairman of the Republican National Committee's (RNC) Finance Committee and advises clients on legislative and regulatory matters. Geoff has strong relationships with Sens. Marco Rubio and Rick Scott. Geoff is consistently named to *The Hill's* Top Lobbyists list.
- Jose Borjon, senior policy advisor.** Jose is an experienced Capitol Hill veteran, most recently serving as chief of staff to Rep. Vicente Gonzalez (D-TX). He assists clients with political strategy and messaging, crisis management and communication concerning sensitive issues. Prior to Akin Gump, Jose worked closely with Democratic members in the Texas delegation and the Congressional Hispanic Caucus, working on issues related to U.S.-Latin America relations, homeland security, trade, telecommunications, immigration, transportation and infrastructure, energy, armed services and agriculture, among others.

- **Virgil Miller, senior policy advisor.** Virgil Miller served for nearly 13 years in the U.S. House of Representatives, most recently as the Chief of Staff for Rep. Cedric L. Richmond (D-LA), who currently serves as Senior Advisor to President Biden and Director of the White House Office of Public Engagement. Virgil has strong relationships with the White House, House Leadership and members of the Congressional Black Caucus and New Democrat Coalition.

## Key Elements of the Proposal

Akin Gump is uniquely qualified to represent the City in providing federal legislative and executive branch representative services. We are the largest and top-ranked lobbying firm in Washington, D.C., with a bipartisan team of over 70 policy professionals dedicated to achieving our clients' policy goals and objectives in a timely, efficient and coordinated manner. Our experience spans the branches of government, with members of our team having served in congress, the White House, departments and agencies. In addition, our bipartisan team allows us to provide seamless lobbying services to our clients regardless of which party is in power. We are confident we can accomplish all the services outlined in the RFP and serve the City in the outlined federal subject areas and issues. We will be honored to be a trusted partner and strategic advisor to the City.

Akin Gump has provided similar services to other municipalities across the country. We highlight these representations in our proposal. In addition, we possess all the requisite permits, licenses and professional credentials necessary to perform the required advocacy services.

## 4.2.3 Experience and Qualifications

*Indicate the firm's number of years of experience in providing the professional services as it relates to 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.*

*Provide information to demonstrate your firm's 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.*

### About Akin Gump

Akin Gump Strauss Hauer & Feld LLP  
 Robert S. Strauss Tower  
 2001 K Street, N.W.  
 Washington, D.C. 20006-1037  
 Phone: +1 202.887.4000  
 Fax: +1 202.887.4288  
 Email: [washdcinfo@akingump.com](mailto:washdcinfo@akingump.com)  
 Website: [www.akingump.com](http://www.akingump.com)

The primary contact and lead partner for this engagement will be Susan Lent. Her contact information is provided below.



Susan H. Lent

Partner  
[slent@akingump.com](mailto:slent@akingump.com)  
 Washington  
 +1 202.887.4558

Relative size of the firm:

TITLE	NUMBER OF INDIVIDUALS
Management committee	15
Technical and support staff	707
Lawyers and advisors	917
Other timekeepers	109 (law clerks, paralegals, project assistants, trainees)
<b>TOTAL FIRMWIDE</b>	<b>1,733</b>

As noted above, Akin Gump is an international, full-service law firm with more than 900 lawyers and advisors. The firm is not a minority- or woman-owned business. However, our commitment to diversity and inclusion is core to who we are as a firm. We believe in recruiting excellent and diverse talent as well as fostering a culture that is committed to collaboration, professional development, excellence in client service, and importantly, enables everyone to feel welcome and have a sense of belonging. We demonstrate that commitment through various efforts and initiatives we've implemented across the firm to advance diversity and inclusion at the firm and in the legal profession as a whole. Upon request, we would be happy to provide additional information regarding our diversity and inclusion efforts and achievements.

### Licenses and Registration

Akin Gump has all licenses applicable to conduct federal legislative lobbying services for the City. The firm will immediately register with the state of Florida via Sunbiz.org should we win this engagement.

### Our Environmental Commitment

Akin Gump is keenly aware of the impact of our everyday office operations on the environment. Our Corporate Social Responsibility includes environmental leadership in business as well as in the communities we serve. As a participant in the ABA-EPA Law Office Climate Challenge, we have developed a firmwide approach to eliminate waste through the implementation of improved energy management practices, reduced consumption and collaboration with our employees across offices to be better stewards of the environment.

Our participation in the Law Office Climate Challenge, as well as our dedication to addressing the legal challenges that affect our clients through our [Climate Change](#) practice and our [Renewable Energy](#) practice, reflects the firm's determination to develop and implement sustainable practices to better the world we live in. We have taken measurable steps to improve our impact on the environment, with 62 percent of our offices Leadership in Energy and Environmental Design (LEED) certified, a commitment to purchasing renewable energy credits to offset electricity

used for business operations, and an annual greenhouse gas reduction of two metric tons per year through our recycling program.

We are proud members of the Legal Sustainability Alliance (LSA), The Sustainable Recruitment Alliance, the Law Firm Sustainability Network (LFSN) and the Legal Renewables Initiative (LRI).

Akin Gump recently launched the “Always Green” initiative. Always Green will build upon the many actions the firm has already taken to be a sustainable business and focus on ways our firm can positively impact the environment through its sustainability practices and alliances.

## Experience Providing Federal Legislative Lobbying Services

Akin Gump has significant experience providing federal legislative advocacy services to cities and other governmental entities and members of the core team have provided these services for more than two decades. Lawyers and advisors in our PLP practice and regulatory practices focus on issues of interest to the City, including, but not limited to: transportation, water and wastewater, resiliency, parks, economic development, public safety, health, law enforcement, homelessness and housing, and workforce development.

Our bipartisan PLP practice includes more than 74 lawyers and other professionals who focus on legislative, policy and regulatory matters, including former members of Congress and other lawyers and advisors with experience in government service. We have deep ties to members of Republican and Democratic leadership, congressional committee leadership and political appointees and career staff at most if not all federal departments and agencies as well as in the White House.

We also have close and deep ties with the Democratic and Republican members of the City’s congressional delegation and the broader Florida congressional delegation through our years representing the DDA, other representations, including Brightline and Florida Citrus Mutual, and the firm’s broader client base.

The team at Akin Gump has a history of success spanning several decades in achieving strategic goals for our clients. One of the benefits of being the largest lobbying firm in Washington housed within an international law firm with robust regulatory knowledge is the ability to call upon a wealth of experience as needs arise.

Our PLP practice is consistently ranked as one of the top government relations practices in Washington, D.C., which is reflected in the recognition received by our firm and individual team members:

- Akin Gump’s government relations practice is ranked Band 1 in *Chambers USA*. In a recent *Chambers* rankings, commenters noted, “They have been excellent, given us great advice and have

helped guide us through the channels and point us in the right direction. They know who the right people are to contact for various matters. They have an all-around phenomenal government relations team.” Another commenter noted the firm is “the top of everyone’s list for lobbying.”

- Akin Gump is ranked in Tier 1 for Government Relations by *Legal 500*, with five lawyers recognized and recommended for their practices. The PLP team has been noted as having an excellent reputation and is praised for its ‘personalized service’ in areas such as trade, health care, environment, tax and Native American law.
- Five Akin Gump lawyers and advisors have been named to *The Hill*’s “Top Lobbyists” list for 2021.
- Akin Gump ranks first tier in Washington, D.C., for Government Relations in *the U.S. News & World Report* and *Best Lawyers*’ ranking of “America’s Best Law Firms.”

### **Our Ability to Initiate, Develop and Carry Out Effective Strategies**

Through our representation of cities, including Houston and Laredo, Texas and Vallejo, California, we have substantial experience with issues important to cities and how best to effect outcomes. Our team engages with the U.S. Conference of Mayors and seeks to influence issues that broadly affect cities. We also work for our city clients to address unique issues, including securing earmarks in legislation, identifying grant opportunities and advocating for grants, commenting on rulemakings, briefing clients on developments with legislation, regulations and policies, including how the legislation, regulations and policies may impact the client and advocating to achieve client objectives before Congress and federal departments and agencies. Likewise, we will work with the City to identify and report on areas of concern, grant opportunities, opportunities for advancing the City’s legislative priorities, and projects or other issues of interest.

Depending on the issue, a federal department or agency may have discretion to act, or we may need to pursue legislation. Our regulatory experience with issue areas, including infrastructure, health policy, housing, law enforcement and economic development, enables us to provide targeted advice on the best strategy to achieve our client’s outcomes. We are experienced with drafting legislation and background documents. We also are able to identify sponsors of legislation, brief the sponsors and congressional committee staff and continue to follow up and build support. We often secure support from trade associations, like the U.S. Conference of Mayors, business groups, organized labor and other affected stakeholders for legislative efforts.

On matters where we are seeking regulatory action, we will schedule meetings for City Commissioners, City officials and designated City staff with political and career staff at the White House or relevant federal department or agency. We also may invite congressional staff to join us in



a meeting to demonstrate the member's support for the issue and ask members of Congress to call executive branch officials or send letters of support. We can cite to numerous examples with the Department of Housing and Urban Development (HUD), Department of Transportation (DOT), Department of Health and Human Services (HHS) and Department of Homeland Security (DHS) where we have been able to persuade the agency to accept our client's position in some circumstances without congressional intervention, but in other circumstances with congressional support.

Our team also closely monitors the Federal Register for Notices of Proposed Rulemakings and other agency action relevant to our clients. We draft comments on behalf of our clients. We also monitor grant announcements and bring them to our client's attention. We schedule meetings for clients with federal departments and agencies and the White House to discuss projects proposed for funding, and request that members of Congress make phone calls to political appointees and/or send letters urging action or in support of projects. With Congress making the decision to reinstate earmarks, we are able to provide advice regarding the types of projects that are eligible for an earmark and the best approach to persuading members of the Fort Lauderdale delegation to request an earmark.

On behalf of the City, we will attend, participate in and report on developments in Washington, including in the legislative and executive branch. Our team will be available on a 24/7/365 basis to assist the City with accomplishing its federal-level goals.

## **Appropriations**

Our public law and policy team is deeply involved in the appropriations process for a host of clients, helping secure federal funds through both the federal budget process as well as through grants awarded competitively by federal agencies. The firm's practice sets itself apart through its understanding of the operations of a vast number of federal programs and its grasp of the political process driving decisions on appropriations and competitive grants awards. Akin Gump's bipartisan composition means we have close ties to members of Congress—including members of the House and Senate authorizing and appropriations committees—on both sides of the aisle. We also have strong ties with key staff members at the White House and agency officials. The team continually monitors policy developments, advises clients of opportunities for federal funds, determines eligibility under notices of funding availability and drafts grant applications.

Our success in representing clients seeking federal funds stems from three factors. First, we understand how the panoply of federal programs operates, including health, transportation, defense, homeland security, environment, energy, law enforcement, housing, economic development



and education. Second, we understand the political and career agency processes governing appropriations and competitive grants awards. Third, we are a bipartisan group with close ties to members of Congress on both sides of the aisle, including members of the House and Senate authorizing and appropriations committees, agency officials and the White House. We are adept at developing the best strategies to maximize the success of a diverse range of clients. We will also collaborate with the City to build support for the City's key grant applications among relevant members of Congress, particularly the Florida delegation.

Successes on appropriations include:

- Secured earmarks in fiscal year 2022 appropriations bills and House transportation authorization legislation for clients including the cities of Houston and Vallejo, Rochester-Genesee Regional Transportation Authority and Solano Transportation Authority.
- Secured earmarks in legislation before the earmark ban for numerous clients, including the DDA.
- Secured funding for Fort Lauderdale Federal Courthouse during the time the earmark moratorium was in effect through coordinated effort working with Judicially-established committee in Fort Lauderdale and Fort Lauderdale congressional delegation.
- Akin Gump helped one of the oldest and largest independent, nonprofit, applied research and development organizations in the United States secure \$14.5 million in appropriations for its Project on Supercritical Transformational Electric Power.
- On behalf of a major city on the Mexican border, Akin Gump was able to secure \$27 million in funding for the construction of an air and marine operations hanger.
- Over the past 10 years we have worked with a leading U.S. agricultural industry under severe distress due to invasive pests and ongoing disease. More than a decade ago the industry was looking at possible extinction throughout the US given the rapid spread and poor response mechanisms given the novelty of the virus. Since that time we have worked on a bipartisan and bicameral basis across both authorizing and appropriations committees in Congress to address this issue. We have secured both annual appropriations and programmatic support ranging in the hundreds of millions of dollars in the last two farm bills to address these concerns and save this unique domestic industry.
- On behalf of a radio frequency (RF) data analytics company, Akin Gump was able to secure a significant classified portion of federal funding available for RF technology.
- Akin Gump helped secure \$10 million for a second consecutive fiscal year to continue funding rural centers of excellence under the Health Resources and Services Administration (HRSA) that address substance use disorders (SUD) with evidence-based programs and best practices. The centers focus on interventions for SUD, including opioid use disorder, recovery housing programs, and reducing

synthetic opioid-related deaths. Akin Gump worked with the Appropriations Committee to establish the HRSA program in FY 2019 with an initial \$20 million appropriation.

- Akin Gump helped a large public research university receive more than \$18 million in grants and awards from the federal government for COVID-related therapeutics, infectious disease research and cybersecurity training.
- The U.S. dropped more than 270 million cluster bomblets on Laos during the Vietnam War, and Akin Gump has been advocating on behalf of Legacies of War, a firm pro bono client, for funding to be used for the removal of unexploded ordinance (UXO). For the last several years, we have worked closely with the House and Senate Appropriations Committee, specifically, the Subcommittee on State, Foreign Operations, and Related Programs, in support of funding directed to Laos for UXO removal. We have cultivated bipartisan support from both House and Senate members of the Subcommittee and other key members of Congress. We were successful in working with the Subcommittee to appropriate \$30 million in funding for FY 18 and again in FY 19. In FY 20, we sought an increase in funding for UXO removal in Laos, and we were able to work with the Subcommittee to secure \$37.5 million. Akin Gump recently succeeded in securing an additional \$40 million specific to UXO removal in Laos.
- Beginning in 2017, Akin Gump worked with key census stakeholders to support efforts to ensure an accurate, fair and fully funded 2020 Census. The Akin Gump team developed and executed a congressional and administration outreach plan to impress upon House and Senate leaders and staff serving the appropriations committees the importance of securing adequate funding for the 2020 Census. This advocacy effort contributed to the inclusion of \$2.8 billion for the Census Bureau for the remainder of the fiscal year (FY) in the Consolidated Appropriations Act of 2018 (signed into law on March 23, 2018). The final figure was more than \$1 billion more than requested funding level in the President's budget. The Akin Gump team's success continued this year with Congress passing appropriations of \$6.7 billion for the 2020 Census for FY 2020, an increase of about \$2 billion over the requested funding level in the President's budget.
- Akin Gump helped Smashing Walnuts, a nonprofit organization founded by the family of Gabriella Miller, who lost her battle against a walnut-sized brain tumor at age 11, to raise funds for childhood cancer research, in securing funding for the Gabriella Miller Kids First program. The agreement continues to provide \$12,600,000 to support the seventh year of the 10-year pediatric research initiative. Akin Gump has secured a total of \$88 million since we were retained by the nonprofit.
- On behalf of a tribal government client, Akin Gump advocated for and obtained language in the FY 2021 omnibus appropriations bill that provided for indefinite appropriations for a leasing program in which the federal government leases certain facilities from tribal governments under the Indian Self-Determination and Education

Assistance Act. Obtaining an indefinite appropriation means that our tribal clients do not have to go back to Congress each fiscal year requesting money for this program.

## Legislation

Members of our team often draft legislation on issues of concern to our clients and are frequently consulted as a resource for policy analysis. As subject matter experts and with our strong regulatory practices, we are able to both draft and opine on legislation, which is a key differentiator of our firm. Members of our team were engaged in legislative drafting in positions on Capitol Hill and can draft legislation that will achieve our clients objectives, taking into account political realities and approaches most likely to result in bills being enacted into law. Our capabilities include, but are not limited to:

- Development of comprehensive strategic and tactical plans to achieve specific legislative, policy or regulatory objectives at all levels of government in the U.S. and abroad.
- Drafting of legislation, amendments to legislation and report language.
- Drafting of background materials that describe legislative proposals.
- Direct advocacy with government decision-makers in support of legislative objectives.
- Formation and coordination of professional teams—including, for example, media, local counsel and/or other consultants—to advance client objectives at a single level of government or in multiple government venues (e.g., state/federal, multistate, international).
- Support for advocacy by client government relations staff.
- Legislative and oversight investigation, including witness hearing preparation.
- Formation and management of coalitions.
- Management and organization of grass roots and grass tops lobbying efforts.
- Planning and communicating public policy initiatives.
- Advocacy and management of state referenda and initiatives.

Some of our successes influencing the outcomes of federal legislation for clients similar to the City are noted in our representative experience below. In addition, Akin Gump has a robust system for tracking pending legislation. The firm has access to all of the major bill-monitoring subscription services, and our team will continually watch for new developments on legislation of particular interest. We also utilize connections in Congress and the Administration to understand the creation and progress of bills and agency rules, information the firm reports back to clients. We will utilize all of these resources to track

pending legislation that can potentially impact the City and keep it abreast of any developments.

### **Our Ability to Meet Time and Budget Requirements**

With more than 200 lobbying clients as of the first quarter in 2021 (as defined by Lobbying Disclosure Act filings), Akin Gump has earned its spot as a leader in the public policy and lobbying space. Our PLP practice has been serving clients for more than 40 years. We have met time and budget requirements for all clients, with the majority of clients providing fixed retainers for these engagements. In submitting this proposal, we are confident that we have the resources to effectively represent the City.

### **Representative Experience**

Akin Gump has extensive experience representing governmental entities. Our public sector clients include the cities of Houston, Laredo and Vallejo; the DDA; the Transportation Corridor Agencies (Orange County, California toll roads); the Port of Long Beach; Solano County (California) Transportation Authority; Solano County Transit; George Bush Intercontinental Airport, William P. Hobby Airport and Ellington Airports; the Rochester–Genesee Regional Transportation Authority; the Cumberland Improvement District (Georgia); the San Gabriel Valley and Fontana Water Companies; and the Pechanga Band of Luiseno Indians Tribal Government. Other relevant clients include Brightline, Florida Citrus Mutual, American Airlines and Allegiant Air. Our team is experienced in providing strategic advice, legal advice and government relations services to these and other clients. We have experience across the broad range of issues that are currently, and may become, relevant to the City.

Examples of our experience and success for clients similar to the City include:

- **Fort Lauderdale Downtown Development Authority (2008 – present):**
  - Played a key role in securing a TIGER grant and a Federal Transit Administration Capital Investment Grant for the Wave Streetcar, including advising on program requirements and securing support from the congressional delegation and FTA for the grants.
  - Assisted with securing earmarks for streetscape projects.
  - Played a key role in securing federal funding for a new federal courthouse for Fort Lauderdale, including securing support from members of Congress and identifying innovative approaches for project delivery to the General Services Administration.
  - Advise on issues related to infrastructure and parks.
- **City of Houston (2005 – present):**
  - Provide broad government relations and regulatory advice and federal advocacy services.

- Routinely secure meetings with political staff at the White House, political and career staff at the federal departments and agencies and with members of Congress.
- Have advised regarding HUD and Federal Emergency Management Agency (FEMA) programs for disaster recovery (in the aftermath of several storms and major flood events) and secured meetings with political appointees and career staff to address funding issues and regulatory requirements.
- Helped secure more than \$49 million in earmarks in House fiscal year 2022 appropriations bills for the following projects:
  - Bethune Empowerment Center and the East End Facility for Latino Arts.
  - Emergency Telehealth and Navigation (ETHAN) Program.
  - Houston Fire Department Mobile Stroke Unit (MSU).
  - Houston Police Department Advocates for Violent Crime Victims through the BYRNE Justice Assistance Grants Program.
  - Sunnyside Solar Farm.
  - Bissonnet Social Services Hub.
  - Houston Financial Empowerment Center.
- Secured earmarks in the House INVEST in America Act bill for:
  - Clay Road Bridge Reconstruction Project.
  - Fondren Road Reconstruction with Transit and Pedestrian Enhancements.
- Successfully advocated for introduction and passage in the House of legislation to expedited FEMA projects undertaken after a disaster declaration (known as the HELP Act).
- Advised on compliance issues regarding federal housing programs.
- Advocated for COVID-19 funding and advised regarding funding requirements.
- Playing key role in supporting Climate Mayors.
- Advised regarding telehealth and other federal health care programs.
- Secured agreement from FEMA to implement policy for allowing volunteer donations to count toward non-federal match.
- Advocated to protect tax exemption for Private Activity Bonds and continued treatment of pension fund investments in the recently enacted tax law.
- Secured three Transportation Investment Generating Economic Recovery (TIGER) grants.

- Successfully advocated for DOT engagement in the environmental review process regarding a transportation project that would negatively impact low income communities.
- Successfully advocated for Justice for Victims of Trafficking Act.
- Advised regarding EDA rules governing building improvements funded with EDA grant.
- Engaged with HUD and advised regarding fair housing issues.
- Engaged with the Environmental Protection Agency (EPA) regarding stormwater issues.
- Successfully advocated for bipartisan HELP Act, which was introduced in the last two Congresses, to expedite disaster recovery projects, including drafting bill text.
- Advised regarding Opportunity Zones and spoke at a Houston event at the city's request regarding Opportunity Zones.
- **Houston Airport System (HAS) (2011 – present):**
  - Secured more than \$1 million in EPA Diesel Emission Reduction Act funding for airport electric shuttle buses.
  - Secured an agreement from Customs and Border Protection (CBP) to staff Hobby Airport with CBP officers and allow the Airport to open and operate its international air terminal.
  - Secured assistance from a member of Congress with obtaining approval from the military for a land swap at Ellington Field Joint Reserve Base, which is being implemented.
  - Assisted with securing a \$1 million Department of Commerce Economic Development Administration grant for Spaceport infrastructure.
  - Bring legal and regulatory developments to HAS's attention and identify opportunities to pursue funding and impact legislation and regulations.
  - Identify funding opportunities and assist HAS with developing strategies to secure funding.
  - Assisted with securing COVID-19 relief funding for airports.
  - Provided timely insight regarding how COVID-19 relief funding would be distributed as well as summaries of legislation geared towards the Houston airports; reached out to contacts at FAA to provide timely insight into distribution of CARES Act funds.
- **City of Vallejo (2020 – present)**
  - Helped secure \$900,000 earmark in the fiscal year 2022 House Appropriations bill for the City of Vallejo Police Department Mobile Mental Health Response Unit Pilot Project.
  - Helped secure \$4 million earmark in the INVEST in America Act for the State Route 37 and Fairgrounds Drive Interchange Improvements project.
  - Draft annual federal platform.

- Identify grant opportunities.
- Brief city manager, mayor and city council on developments.
- Provide updates on federal legislative and policy developments.
- Advocated regarding COVID-19 funds and advised regarding program requirements.
- **City of Laredo (2019 – present)**
  - Provided assistance in the development and implementation of the city's legislative agenda before Congress, the White House, DHS, HHS, DOT, EPA, Department of Justice (DOJ) and HUD with a focus on funding for transportation and housing, law enforcement, immigration, border security, homeland security and health programs.
  - Secured appropriation of more than \$25 million for construction of Air and Marine Operations (AMO) Hanger.
- **Brightline (2020 – present)**
  - Providing federal advocacy services in support of Brightline's Florida and West Coast projects, including drafting legislative provisions, advocating for the provisions and supportive legislation and advocating for discretionary grants.
- **Cumberland Community Improvement District (CCID) (2006 – present)**
  - Helped secure earmarks in House fiscal year 2022 appropriations bills for the following projects:
    - \$1.7 million for the Cumberland Multi-Modal Path, a new three-mile unified path.
    - \$1 million to develop preliminary engineering design plans and construction to help fund the rehabilitation of the Paces Mill/Palisades Unit, which hosts over 250,000 visitors a year connecting to over 38 miles of multi-use trails.
  - Secured \$5 million DOT Infrastructure for Rebuilding America (INFRA) grant to fund construction of a highway ramp.
  - Secured over \$2.5 million in federal funds for transportation and projects in fiscal years 2007 through 2009.
  - Scheduled meetings with members of the CCID's congressional delegation, EPA, HUD, and members and staff of congressional committees to discuss CCID's priorities.
  - Assisted in developing priority projects for appropriations bills and the surface transportation reauthorization legislation.
  - Assisted in drafting policy priorities for transportation reauthorization legislation.
  - Assisted in developing a strategy for building support for U.S. Highway 41 (Cobb Parkway) improvement project with members of Congress, including grassroots support.



- **Foothill Eastern Transportation Corridor Agencies (Orange County, California toll roads) (2007 – present):**
  - Providing strategic advice, federal advocacy and legal services regarding projects and operational requirements.
- **Solano Transportation Authority (2008 – present) and Solano Transit (2015 – present):**
  - Helped secure \$4 million in the INVEST in America Act bill for the for the I-505/Vaca Valley Parkway Corridor MultiModal Improvements Project.
  - Helped secure \$7.4 million in the INVEST in America Act bill for the for the the Jepson Parkway Vanden Road Complete Streets Project.
  - Providing strategic advice and federal advocacy to planning and project development agency regarding highway and transit projects.
  - Assisted with identifying earmark requests for transportation bills and briefing congressional delegation regarding requests.
  - Advocated for COVID-19 relief funding and advised regarding distribution of funds and requirements.
  - Secured approval of acquisition of property from U.S. Postal Service to build transit intermodal facility.
- **Rochester Genesee Regional Transportation Authority (Rochester, New York) (1999 – present):**
  - Helped secure \$800,000 earmark in the INVEST in America Act bill for an Electric Bus Charging Facility.
  - Secured earmarks in House.
  - Secured funding for intermodal transit center and regulatory approvals.
  - Providing strategic advice, federal advocacy and legal services to agency.
  - Assisted with identifying earmark requests and briefing congressional delegation regarding requests.
  - Advocated for maximum funding and flexibility for transit.
  - Providing advice regarding the range of regulatory issues applicable to transit agencies.
- **Port of Long Beach (2007 – present)**
  - Provide strategic advice and federal advocacy regarding transportation, homeland security, environmental, Army Corps of Engineers/navigation, energy and trade issues.
  - Assisted with securing TIGER/Better Utilizing Investments to Leverage Development (BUILD) grant, Port Infrastructure Development Program, Port Security and Diesel Emission Reduction Act grants.



- Assisted with identifying earmark requests and briefed congressional delegation regarding requests.

## Experience Areas

### Appropriations and Federal Funding

Members of our PLP and regulatory practices have a deep understanding of the appropriations process and have a track record of deploying our skills and experience to maximize the odds of funding for a diverse range of clients. We closely follow the budget process and advocate for funding at all stages, including the President's budget request and appropriations bills. With the return of earmarks, we also are assisting clients in securing funding for projects in legislation.

Each federal program functions differently and we tailor our approach based on the program parameters. We build support for programs and projects with members of our clients' congressional delegation, relevant congressional committee members and staff, and with the Office of Management and Budget and relevant federal agencies.

Having worked with earmarks previously, our team was able to advise clients on project eligibility and strategy for securing congressional member support. This was particularly important since members of Congress were limited in the number of earmarks they could request.

Once appropriations legislation is enacted, we identify competitive grant opportunities, make clients aware of program requirements and assist with building support for grants. We recommend meeting with federal department and agency officials in advance of their publishing notices of funding availability and debriefing after an unsuccessful effort to secure a grant. We also have found it helpful to invite political appointees and members of Congress to visit the site of a proposed project to build support for a grant. We have worked with clients to secure broad support for projects, including from organized labor and the business community. We also are able to review and provide input into grant applications.

### Transportation and Infrastructure

Our team has significant experience with securing funding for transportation and other types of infrastructure, including highways, transit, airports, emerging technology, water and resiliency projects.

Not only are we steeped in the laws and regulations governing the undertaking of projects, but we also closely monitor transportation legislation, regulations and policies as they are advanced in Washington. We advise clients regarding funding opportunities and how best to present their projects to compete for funding, as well as how to communicate support for the project from elected officials and other stakeholders in such a way that gives the project the best likelihood for funding. We schedule meetings for clients with members of Congress, congressional committee

members and staff, and executive branch officials to communicate the benefits and the need for a project. We also draft legislation and/or legislative provisions, background documents on legislation and comments on rulemakings for clients. We continually monitor developments in Washington regarding transportation, water and resilient infrastructure, and provide real-time updates to clients.

### *Highways and Transit*

We have close ties to members of the House and Senate committees with jurisdiction over transportation and other types of infrastructure, including the House Committee on Transportation and Infrastructure; Senate Committees on Environment and Public Works, Commerce, Science and Transportation and Banking, Housing and Urban Affairs; and the House and Senate Appropriations Committees. We also have strong relationships with both political appointees and career staff at the DOT.

Leveraging relationships with both political appointees and career staff, we advise clients on myriad matters before the United States Department of Transportation (DOT), including matters before the Federal Highway Administration (FHWA). We counsel public and private sponsors of highway and toll road projects on the laws and regulations associated with the design, construction, funding and financing—including Transportation Infrastructure Finance and Innovation Act (TIFIA) loans as well as Private Activity Bonds—of highway projects.

We also advise on matters before the National Highway Traffic Safety Administration (NHTSA) and assist with Federal Motor Vehicle Safety Standards (FMVSS) compliance, applying for exemptions from safety standards and addressing safety issues and recalls.

### *Aviation*

Our aviation practice encompasses virtually every aspect of international, federal and state regulation of the industry. We routinely work with the DOT, FAA, the Transportation Security Administration (TSA), and CBP on a broad range of regulatory matters, and have advised clients on foreign trade zone (FTZ) regulatory and procedural requirements.

We advise airports on matters related to airport development, including funding and regulatory requirements under the Airport Improvement Program (AIP) and associated grant assurances. We have also advised clients on funding of airport projects through the imposition of passenger facility charges. Our team has been involved in a broad range of issues for airports, including large-scale airfield and land-side development projects, a proposed airport privatization, funding under the Military Airport Program, securing letters of intent from the FAA, proposed airport transfers and the conversion of general aviation airports to commercial airports. We also have advised clients on TSA and CBP requirements, and have assisted clients in working with those agencies to meet regulatory

requirements, including securing expanded Federal Inspection Services facilities.

### *Water Projects*

Water and wastewater projects will be a high priority for the Biden-Harris administration; accordingly, we are seeing early legislative action in Congress in this area. We routinely advise clients on water infrastructure matters, including policy development, regulatory issues impacting project development, public-private partnerships (PPPs), water resources and supply, and water pollution. Our water infrastructure clients include public and private project sponsors, institutional investors, investor-owned utilities, government agencies, tribes and international organizations.

### **Climate Change**

Climate change is one of the most complex issues facing businesses today and into the foreseeable future. Domestic and international response to climate change is accelerating. New laws, policies and voluntary commitments are affecting the economy across sectors and jurisdictions. Navigating among these evolving actions require precisely the type of multidisciplinary approach that has long been Akin Gump's trademark.

Akin Gump's climate change practitioners understand the significant and complex business and economic challenges our clients face, as new laws and regulations are emerging to require the reduction of greenhouse gas (GHG) emissions and the identification, disclosure and response to climate change risks. Clients must overcome the legal obstacles that confront businesses responding to these challenges and turning these risks into opportunities require simultaneously navigating shifting political, economic, regulatory and social landscapes. Coordinating these efforts is among the greatest challenges facing our clients. We succeed for our clients by leveraging our breadth of knowledge and experience to create comprehensive solutions to sustainability concerns.

Our multidisciplinary climate change practice comprises partners and advisors in our domestic and international policy, environmental and energy regulatory, corporate, investment funds, tax policy, trade, litigation, private equity, global transactions and intellectual property practices. The practice operates in the United States and internationally and thrives in large measure due to our significant experience in and/or relationships with all three branches of the U.S. government as well as with United Nations, including the U.N. Framework Convention on Climate Change (UNFCCC), multilateral institutions, including the World Bank and the International Finance Corporation, and other key international organizations and processes.

We are devoted to assisting our clients find cost-effective and often competitively advantageous means to manage climate issues and pursue

new business opportunities. This involves working with clients to develop unique legal and strategic advice to help clients navigate international, federal and state programs as we advocate and lobby on behalf of our clients. We bring a pragmatic, business-oriented perspective to our clients' issues developed through representing public- and private-sector clients in the United States and abroad, and informed by our practitioners' varied experience in business, government, public interest and politics.

### **Criminal and Juvenile Justice Issues**

The Akin Gump team is experienced in advocating for funding for criminal and juvenile justice programs and supportive funding. We assist clients with identifying opportunities to pursue grants from the U.S. Department of Justice (DOJ) and are familiar with the funding opportunities. Whether the City is pursuing an Office of Community Oriented Policing Services (COPS) grant to hire additional police officers, an Edward Byrne Memorial Justice Assistance grant to fund programs and equipment or another program, we can assist the City with presenting the most compelling application and advocating for support of its application. Congress also has expressed the intent to earmark DOJ funds, making it more important to identify compelling projects and communicate their benefits to members of the Fort Lauderdale congressional delegation.

### **Economic Development and International Trade**

#### *Affordable Housing*

Akin Gump is experienced in assisting municipalities with applying for HUD funding, as well as complying with regulations applicable to HUD grant recipients. We have advised clients on the range of grant and loan programs.

Our team has been integrally involved in advancing economic development plans for public-sector clients. We have been involved in empowerment zone issues, working with HUD and Congress to fund empowerment zone tax incentives. We are also experienced with the laws associated with developing housing and economic development projects, including the Fair Housing Act, eminent domain laws, the National Environmental Policy Act and the Uniform Relocation Assistance Act, having advised a broad range of public- and private-sector clients on these laws and regulations.

#### *Economic Development Administration Grants*

We have assisted a number of our clients with securing Economic Development Administration (EDA) grants and have briefed Department of Commerce EDA regional office officials and EDA Headquarters on projects to secure their input. We also have advised clients that have secured such grants on program compliance requirements and assisted them with seeking approval from the EDA to respond to unanticipated developments

with projects assisted with an EDA grant. With the rolling application process and desire on the part of EDA to work collaboratively with applicants, we have found EDA grants to be a ripe opportunity to fund projects that will generate jobs and private investment. Our team understands the application requirements and program compliance requirements.

### *International Trade*

The international trade environment is increasingly uncertain—driven by complex and tumultuous political and economic forces. Our International trade policy team helps clients overcome these challenges and seize opportunities in a fiercely competitive global marketplace. We assist clients grappling with global trade crises, work with all branches of the U.S. government and those of sovereign nations, evaluate and interpret trade and investment agreements and advise on customs and tariffs matters, as well as access issues and tax implications related to entering new markets. Our international trade policy lawyers and advisors have deep experience in international deal-making and dispute resolution. We work with a wide range of clients on the strategies and impact of government policies on their businesses and initiatives so they can negotiate the maze of global, regional and bilateral commerce and investment rules.

### **Emergency Management and Disaster Mitigation**

Akin Gump has provided legal services and advice regarding the FEMA and HUD pre-disaster mitigation and post-disaster response grant programs. Akin Gump's robust regulatory and policy practices have significant experience advising clients regarding disaster recovery and other federal grant programs. Akin Gump can provide a broad range of services associated with the grant programs, including advising on program eligibility, grant administration (including cost allowability and review of procurement documents) and responding to audits.

We provide legal services and advice on the risks and other issues arising from contracts, procurements, practices and policies toward maximizing the amount of federal assistance in connection with FEMA and HUD disaster grants. Susan Lent has assisted the City of Houston with securing federal funds from FEMA and HUD in response to hurricanes and flooding over many years. She also is assisting a developer in Puerto Rico with securing CDBG-DR and CDBG-DR Mitigation program funds for flood control projects impacting the developer's property. We have a deep understanding of the common grant rules at 2 CFR Part 200 and FEMA and HUD-specific rules.

### **Environmental Law and Policy**

Akin Gump represents public entities in securing required permits and approvals for complex development projects throughout the United States.

We assist our clients in all aspects of environmental review and permitting, from initial planning through final approvals and litigation.

As legal counsel to project sponsors, we work with the project team to identify required permits and approvals; develop a permitting strategy; and prepare, review and ensure the legal sufficiency of studies and reports. We help to streamline the permitting process, which includes elevating issues to agency headquarters and congressional leadership offices in Washington, D.C., if necessary.

Our lawyers have significant experience in the laws and regulations that govern large infrastructure projects. We regularly work with the key environmental statutes to ensure that projects receive the required approvals, without unreasonable burdens, costs or delays.

#### *National Environmental Policy Act (NEPA)*

We advise project sponsors on NEPA's review of a wide range of complex projects by advocating strategic and advantageous positions for our clients before government agencies, ensuring that studies meet legal requirements and working to streamline the environmental review process. We also have been on the forefront of advocating for reforms to NEPA.

#### *Clean Water Act (CWA)*

We advise clients on projects that require various types of CWA permits. To assist in securing these permits, we counsel clients on the CWA's procedural and substantive requirements and the applicable regulations issued by the U.S. Army Corps of Engineers and the Environmental Protection Agency (EPA), as well as the executive orders on wetlands and floodplains.

#### *Endangered Species Act (ESA)*

We counsel clients when projects may impact protected species or habitats. In negotiations with federal and state agencies, we find solutions to protect wildlife without imposing unnecessary burdens on our clients' development projects.

#### *Historic Preservation*

We counsel project proponents regarding historic preservation requirements and the best way to design projects to accommodate historic concerns. In addition, we frequently represent public entities on public policy issues before legislative and regulatory bodies such as Congress; state legislatures; the EPA; the Consumer Product Safety Commission (CPSC); the departments of Interior, Agriculture and Energy; the U.S. Army Corps of Engineers; and similar state agencies.

Because of our extensive work across the nation on water issues, we have developed a team of water experts who assist in various aspects of our representations, from hydrological analysis, to system design, to expert witness reports and analyses. These experts are an integral part of

our overall water team and they provide a cost effective complement to our legal and political team in analyzing and developing rationales for positions to be taken in the litigation, negotiation and advocacy contexts.

## **Finance and Taxation**

With a flurry of tax and finance activity ongoing in Congress and on the regulatory front, clients must stay alert to all developments in order to identify opportunities—and challenges.

Akin Gump monitors the tax and finance arena on Capitol Hill as well as actions by the Internal Revenue Service (IRS), the U.S. Department of the Treasury and key committees. We proactively lobby legislators, regulators and decision-makers across the political spectrum to promote clients' tax- and pension-related interests and provide meaningful, informed advice.

On Capitol Hill, our team engages members of congress and their staffs on the House Committee on Ways and Means, the Senate Finance Committee and the Joint Committee on Taxation. We also work closely with key players at the Department of the Treasury and, when needed, the White House. Our ranks include a former member of Congress who served on the Senate Banking and House Financial Services committees, and a former Senior Advisor to the Senate Majority leader who helped shepherd Senate passage of bipartisan legislation to ease the regulatory burden on community banks via banking regulatory relief legislation.

## **Human Resources/Employee Benefits/Florida Retirement System Pension Plan (FRS)**

Employee benefits is a diverse and rapidly changing area of the law and its significance to affairs of business continues to increase. The practice includes representing clients before state and federal courts and various governmental agencies such as the IRS, the U.S. Department of Labor, and the Pension Benefit Guaranty Corporation. Akin Gump represents a variety of clients on a full range of employee benefits/executive compensation issues. Our clients include city governments, individuals, all types and sizes of business entities, financial institutions, and individual and corporate trustees of employee benefit plans.

### *Areas of Experience in Employee Benefits/Executive Compensation Section Qualified Plans*

The firm designs and implements pension, profit sharing, 401(k), employee stock ownership, target benefit, and stock bonus plans, which are governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA), and which qualify for certain tax benefits under the Internal Revenue Code of 1986, including deferral of taxation on contributions made on behalf of participants, immediate deductibility for the employer of such contributions and deferral of earnings on such contributions.



### *Government Plans*

The firm represents several large municipalities with respect to qualified plan issues. Although subject to state trust law rather than ERISA, these plans generally are drafted to satisfy the qualification requirements of the Code.

### *Qualified Plan Administration*

The firm strives to keep its clients abreast of laws governing operation of their employee benefit and executive compensation programs. When appropriate, the firm works closely with its clients' accountants, actuaries and third-party administrators. The firm assists its clients in maintaining the tax-qualified status of their benefit plans and also has experience in other areas of qualified plan operation, including plan drafting, plan interpretation, plan loans, qualified domestic relations orders and payment of benefits.

### *Multiemployer Plans*

The firm also has experience in multiemployer plan issues. Multiemployer plans are qualified pension plans to which more than one employer is required to contribute and which are maintained pursuant to one or more collective bargaining agreements.

## **Parks and Recreation**

Our team has advised cities and other government entities regarding the process for pursuing funds from the Department of Interior Land and Water Conservation Fund. Since Congress permanently authorized funding for the program last year, cities are well positioned to apply for funds for acquisition and development of public outdoor recreation areas and facilities through their state. With Congress restoring earmarks, cities also may be able to secure funds for parks through the HUD Economic Development Initiative program or as part of an EPA Brownfield Program grant. The Akin Gump team is able to advise clients regarding options for pursuing federal funding for parks.

## **Public Safety and Immigration**

### *Public Safety*

The Akin Gump team comprises legal and lobbying professionals with prominent backgrounds in the private sector, the military, and the legislative and executive branches of government. Our team comprises members who have strong connections with the appropriations and homeland security committees as well as the Department of Homeland Security.

We monitor legislation that authorizes and funds homeland security activities and would communicate the importance of such funding to members of the City's congressional delegation. We closely monitor the



debate over how to distribute homeland security funds and would advise the City on developments and positions it may want to take regarding the distribution of funding. We monitor developments with homeland security grant programs, including preparedness grants, and can assist the City with applying for grants.

We work with Customs and Border Patrol (CBP) and the Transportation Security Administration (TSA) in connection with our representation of airports. We secured CBP approval for the Houston Airport System (HAS) to build an international terminal at Hobby Airport and for CBP to staff the Federal Inspection Service (FIS) facility. We also have worked closely with the Homeland Security committees on issues related to TSA and CBP staff, and funding for disaster recovery due to flooding in Houston.

### *Immigration*

Akin Gump offers a full range of immigration services to our clients, from employment-based and family-based petitions, to I-9 compliance and national origin discrimination advising, to assistance with visa issuance and travel-related issues. Our immigration practice aims to offer the highest level of service to our clients, with combined capabilities that cover all aspects of immigration and nationality law. We also offer the advantage of having colleagues who practice in areas of law that intersect with immigration law, such as customs, homeland security, labor and employment, tax, and mergers and acquisitions. This sets our practice apart from typical immigration law firms whose expertise is often limited either to business immigration or family immigration. We assist our clients in long-term strategic planning, developing policies and practices that help them create and retain the best talent possible, and we provide solutions that benefit both the employer and the employee. Our experienced team of lawyers is deeply rooted in the immigration law community and is involved with various immigration-related organizations, such as the American Immigration Lawyers Association.

We also have strong experience in immigration-related compliance matters. Much immigration enforcement activity surrounds preventing the hiring of unauthorized workers. However, federal laws also protect work-authorized individuals from national origin and citizenship discrimination. Citizenship discrimination includes “document abuse,” which can occur when employers require noncitizens to provide more, or different, documents than necessary to establish that they are work-authorized. Akin Gump routinely counsels clients on how to prevent claims of citizenship and national-origin discrimination in the context of immigration compliance programs. We also handle immigration-related government investigations conducted by the Immigrant and Employee Rights section of the DOJ, the agency tasked with enforcing the antidiscrimination and document abuse provisions of the Immigration Reform and Control Act (IRCA).

With the largest public law and policy practice in the country, Akin Gump often represents clients in matters relating to immigration policy. We conduct analyses of legislative and regulatory proposals, and advocate on behalf of our clients in all areas of immigration policy.

Akin Gump's pro bono work in the area of immigration has been recognized on multiple occasions. An early leader in conducting Deferred Action for Childhood Arrivals (DACA) employment authorization clinics, our firm has been involved in hundreds of immigration cases in the last decade. Through corporate and pro bono immigration work, our lawyers have obtained a thorough understanding of the process required to obtain employment authorization, Social Security cards, Individual Taxpayer Identification Numbers (ITINs), and the process necessary for foreign nationals to travel abroad and obtain visas at U.S. consulates. We have worked with multiple families ensuring entry of dependents into the United States, filed applications for Employment Authorization Documents and "advance parole," and communicated with U.S. consulates and ports of entry to ensure the safe return of our clients to the United States.

### **Health Policy**

Our health policy team can advise and assist on the broad range of health and social services programs of importance to the City. Our team works closely with the House Energy and Commerce, and Ways and Means Committees, and the Senate Health, Education and Labor and Finance Committees. We could assist the City in applying for funding and new pilot programs. We work closely with the Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid Services (CMS), the Substance Abuse and Mental Health Services Administration (SAMHSA), and the White House and its various agencies including the Domestic Policy Committee (DPC), Office of Management and Budget (OMB) and the National Economic Council (NEC).

### **Telecommunications**

We help clients navigate the ever-changing regulatory landscape applicable to the wireless, wireline/common carrier and broadband telecommunications industry, including legacy voice communications and all manners of broadband connectivity. We practice regularly before the FCC, various state regulatory agencies and the courts. We monitor, analyze and participate in FCC rulemakings on behalf of clients; assist clients to interpret and comply with FCC and state public utility commission regulations; and assist clients to secure and transfer state and federal telecommunications licenses.

Akin Gump lawyers have extensive experience in all aspects of domestic and international telecommunications transactions and have served as counsel to telecommunications carriers, equipment manufacturers,

broadband companies and other industry service providers at every stage of development.

### *Broadband*

We have been active participants in regulatory and legislative proceedings related to broadband communications and Internet access for over a decade. We assist commercial broadband providers and residential Internet access providers to monitor and influence the rapidly evolving regulatory framework applicable to broadband and to determine the appropriate application of these regulations to new broadband and Internet protocol-based technologies.

## 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.*

### Project Approach and Understanding

#### **Develop and Implement a Strategic Plan for Securing Federal Funding and Achieving the City's Other Federal Priorities**

Our team has an understanding of issues important to the City from our work with the DDA and review of the City's current priorities. We recommend scheduling an in-person meeting or a video conference with City officials, including potentially the Mayor, City Manager and department heads, to gain a better understanding of the status of the City's federal priorities and advocacy efforts to date. During our kickoff meeting we will discuss the City's federal funding needs, legislation and regulations that may impact the City and other issues that may require federal intervention. Based on these meetings, we will work with the City to develop a strategic plan for achieving the City's objectives. We understand that the strategy will be iterative and we will update it to address developments and changed circumstances.

We understand that the City's top priorities are combating homelessness, addressing affordable housing, securing funding for infrastructure, transportation and traffic relief projects and for waterway quality, resiliency and parks and public places. Since these are areas where we have deep experience, we will be able to recommend tactics and strategies for achieving the City's objectives based on input from the City regarding efforts undertaken to date.

With President Biden in office, there are new opportunities with a change in priorities from the prior presidential administration. The focus on equity, climate adaptation and resiliency, environmental justice and infrastructure should serve the City well in advocating for its priorities. We are closely reviewing executive orders and funding opportunities to identify Biden-Harris Administration priorities and would make the City aware of those and how to best position itself to achieve its objectives.

We also are closely monitoring developments regarding traditional infrastructure legislation as well as social infrastructure and would make the City aware of relevant opportunities.

Advancement of a bipartisan infrastructure bill has the potential to offer a once-in-a-lifetime opportunity to the City to advance transformative projects. This includes the proposed Las Olas Loop project. Federal funding and financing programs and DOT approvals will be key to the project's success and Akin Gump's strong transportation legal and policy experience and relationships will be key to aiding the City in working with the Boring Company or whomever the City ultimately selects for the project. In addition to the regulatory approvals and funding related to the project, Akin Gump can assist the City with securing funding for related infrastructure, including around stations, as well as for other transportation investments that arise from the legislation.

Likewise, the firm will be able to assist the City secure funding for its climate resiliency projects, as well as its water/wastewater infrastructure needs particularly as new opportunities arise from the infrastructure bill.

### **Advocate on Behalf of the City**

After meeting with City officials and discussing our recommended approach, our team will schedule meetings for the Mayor, City Commissioners, City Manager and/or department officials with members of the City's congressional delegation, members of the relevant congressional committees, and federal department and agency officials to communicate to members of Congress, the Senate, White House and executive departments, agencies, offices, commissions and other federal governmental entities the City's federal legislative program and position on issues and ask for targeted support. The meetings will be targeted toward achieving specific objectives, including advocating for federal funding or policy, law or regulations or seeking specific intervention on a City project or program. We will draft briefing materials, legislation, support letters, testimony, comments on rulemakings and other advocacy materials targeted toward the desired outcome.

In advocating for federal funding, we recommend engaging members of the Fort Lauderdale congressional delegation early in the process, as their support can be critical. Our team has close relationships with members of the Fort Lauderdale congressional delegation and can engage them early and often in support of City efforts. The type of funding the City targets will influence our approach. With earmarks, we will advise regarding program eligibility and rules around obligating funds and then would work closely with the member of Congress in whose district a project is located. With discretionary grants, we will look at the rules around the program. For example, projects funded through the Army Corps of Engineers have very strict rules, requiring authorization, inclusion in a Chief of Engineers' report and an appropriation. With discretionary grants from the DOT, it can be helpful to brief the Department in advance and secure the greatest showing of local support and support from the congressional delegation. With HHS grants, achieving program criteria is most critical. With EDA grants, the rolling process and interactive nature make engagement with

the regional office most critical. EPA State and Tribal Assistance and HUD economic development grant earmarks are a new opportunity for the City to pursue funding. Finally, a number of federal grants must be applied for through the state, including for parks and resiliency.

Our team will recommended a targeted approach to pursuing funding in the aftermath of Congress passing and President Biden signing into law an infrastructure bill. We will promptly provide identify programs and projects that may be of interest to the City as well as the rules around competition for funds and funding eligibility. We then will assist the City with securing funding or financing—working with the appropriate partners, whether that be the state, other local government entities or a private sector developer/operator.

We may recommend that the City invite members of Congress and congressional staff and Biden-Harris Administration officials to meetings and on tours of projects and facilities. We have found site visits to be invaluable, particularly for staff in Washington.

Our team will monitor bills introduced in Congress, hearings and markups, as well as the publication of notices of proposed rulemakings and other federal directives, and bring them to the City's attention. We will evaluate the impact of legislation, regulations and policy directives and make recommendations regarding how to best impact them. We also will bring grant opportunities to the City's attention and assist the City with best positioning itself to secure funding, including providing advice regarding development of grant applications, scheduling meetings with federal department and agency officials to discuss the City's programs and projects, and asking members of Congress to draft support letters and/or contact federal department or agency officials directly to express their support for grant applications.

### **Identify and Respond to Federal Issues that Impact the City**

Our team will work in tandem with City officials to identify and respond to federal issues that impact the City. We will identify issues at the federal level that may impact the City and make recommendations regarding how to influence the issues. We will provide written reports to City on developments in Washington and maintain regular communication with our point or points of contact.

We regularly monitor bills introduced in the House, Senate and the Federal Register, and will provide copies of bills, amendments, committee reports, analyses, regulations and trade press summaries to City officials. We also will attend and report on hearings and markups. Our team participates in various coalitions and trade associations, including the U.S. Conference of Mayors, the National League of Cities and transportation trade associations, and monitors the relevant trade publications.

We will identify opportunities to develop legislation or provisions in legislation, as well as draft comments on rulemakings, that will benefit the

City. In addition, we will provide input on legislation to members of Congress and congressional staff in coordination with the City. We are experienced in drafting legislation, and in developing and implementing strategies for achieving success based on our understanding of the laws, technical skills and political experience.

Our team also will identify opportunities for Mayor Trantalis and other City officials to testify before Congress on issues of importance to the City or that highlight the City's innovative approach to local challenges. We also will coordinate with committee staff regarding hearing logistics and assist in drafting and prepping for testimony.

Our team and other members of the firm have the substantive and legal knowledge to analyze the effect of legislation and regulations on the City. Based on that experience, we can:

- Advise the City on the impact of the legislation or regulation.
- Draft letters from City officials and department heads to members of Congress and executive branch officials requesting certain actions.
- Draft letters for members of Congress to send to executive branch officials or committee chairs requesting certain action.
- Draft position papers and legislation or amendments that address the issues we identify.

If needed, we will also provide draft letters and/or templates for the City to use for issues of interest and concern, letters of support, post-meeting appreciation and thank you letters, and other follow-up communication.

### **Maintaining Regular Communications to Advance the City's Interests**

Our team prides itself on the close communication we maintain with our clients. We will be in frequent contact with the City regarding new issues we identify, developments on issues we know are important to the City and updates on ongoing initiatives. We will provide regular reports on congressional issues and federal funding opportunities, and status update reports on our work on behalf of the City, including appropriations requests. We also will provide an annual report at the end of the congressional session. Additionally, we will participate in formal and informal strategy sessions and board meetings with City leaders, both in person and by telephone.

We will maintain close contact with Fort Lauderdale delegation staff, committee staff, and federal department and agency staff on issues important to the City. We will provide insight and experience regarding City issues and serve as a conduit between Washington policy-makers and staff and the Mayor Trantalis, City Commissioners, City Manager Chris Lagerbloom and staff. Our team will provide all of the services outlined in Section III of the RFP.



## Subject Areas/Issues Proficiency

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

As a large law firm with prominent PLP and regulatory practices, Akin Gump is proficient in most of the below subject areas/issues. Please refer to the experience section of our response, starting on page 11, for additional detail in areas of particular strength. Of note, we advise our city clients on appropriations, climate and water quality, criminal/juvenile justice, economic development and international trade, emergency management and disaster mitigation, environmental, finance and taxation, grants, housing and community development, parks and recreation, public safety and immigration, solid waste and wastewater, tourism and commerce and transportation matters. We represent many clients on transportation issues, including Brightline, the DDA, Port of Long Beach, Orange County, California Transportation Corridor Agencies, Solano Transportation Authority, HAS, Allegiant Air and American Airlines. The firm also has robust telecommunications, tax and human resources/employee benefits practices. While we do not advise on reapportionment or redistricting, our policy team follows those issues.

*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.*

## Workload, Available Facilities, Technological Capabilities and Other Resources

As a leading full service law firm with the largest lobbying practice in Washington, D.C., Akin Gump delivers our clients quality, timely and efficient services. We are able to meet the demands of our clients and this will certainly be the case for the City. We have dedicated lawyers and advisors as well as staff who work closely to ensure our clients' needs are met. Akin Gump employs various matter management tools to help facilitate workload for effective and efficient client engagements. We would not take on a matter if we were not confident in our ability to staff it to meet the needs of the client.

## Matter Management

Akin Gump monitors matters throughout the life cycle to ensure we are tracking and reporting against various key performance indicators (e.g., hours, value of time relative to budgets/targets, lawyer mix, allocation of work, etc.) and driving efficiencies wherever possible. To this we primarily utilize two platforms: Aderant's Spotlight and Prosperoware's Umbria platform, which was further tailored into our firm's own unique platform based on client and partner input, called AGility. These allow us to investigate and manage matters in a more effective manner, identifying any areas of inefficiencies in close to real-time. By tracking and analyzing



financial data, we are able to manage matters more seamlessly, as well as create client-facing reports that highlight key performance indicators and keep our client informed throughout. These cost-management efforts are passed along as cost savings to our clients.

Highlights of our Client Value Tools include:

- **Umbria's Prosperoware (AGility):** Provides real-time matter-level information (hours worked, agreed rates, staffing, fees billed and performance against budget). It can provide scalable client facing reports.
- **Client Value Budget-to-Actual Performance Reports:** Customizable to show granular information, as well as high-level matter performance (i.e., hours/fees worked by timekeeper and title level, fees billed, AR/WIP, performance over time, etc.). Ability to work with the client to develop a reporting tool most useful for the particular client, or utilize any existing templates the client prefers.
- **Aderant's Spotlight:** Internal dashboard which provides real-time information across partner's various matters to aid in matter management and help partners to be more proactive in identifying and correcting any potential issues.

**Legal Project Management Agile:** LPM Agile is Akin Gump's unique response to the matter management and communication challenges of the remote world. To ensure our lawyer teams and clients remain connected, the firm proactively invested in the development of an LPM training series for lawyers of all practices and experience levels, including associates, paraprofessionals and nonbillable support staff. The program features snippets of information on topics such as hosting an effective virtual client kickoff meeting, developing a matter plan and budget, and monitoring and measuring matter progress to ensure transparency for clients. In addition to practical matter management approaches, tools and suggestions, it highlights communication and efficiency best practices with clients, both internally and externally. The ultimate objective is to continue to enhance client service delivery and promote greater longstanding partnerships without sacrificing quality.

## Knowledge Management

Retaining Akin Gump brings with it the full resources of an Am Law 100 firm. To fully call upon the depth of our collective experience and talent, our Knowledge Management efforts provide seamless access to our most experienced people, work-product precedent, and collective experience to recall our substantive legal and industry expertise.

Our key Knowledge Management capabilities include the following:

- **Foundation:** A cutting-edge internal experience platform providing access to our collective experience within the firm. Delivering client, matter, practice, industry, geographic, subject matter, and third-party entity experience—all enhanced by real-time billing and analytics.

The platform enables us to extensively profile our matters as well as integrate and enhance our experience with key internal and external information. Foundation enables us to mine data across our firm, helping us assemble the optimal team for a deal by better understanding who has the most relevant experience, or understand who has experience with a particular judge, among other applications.

- **AG Search:** A search platform capable of extracting practice group/subject matter specific information from our precedent collection and document management system materials to efficiently access client related work-product, subject matter expertise, entity experience, and much more to jump-start new projects.
- **Analytics/AI/Big Data/Trackers:** We utilize third-party providers and our own internal information to access know-how and insight about our work-product, client industries and jurisdictions giving us a competitive edge when preparing for deal-work or developing litigation/advocacy strategy. We often collect this information in practice specific trackers to provide quick access to relevant know-how.
- **Collaboration Portals:** Internal collaboration portals that allow our practice groups to quickly and efficiently share relevant practice-related information and resources in a real-time, social media type platform.
- **Annotated Forms:** Annotated forms that contain detailed explanations and provide alternative language and negotiating positions, centralizing the firm's transactional experience and collective wisdom to our deal-work.
- **Secure Client Platforms & Data Rooms:** Client-facing platforms that provide a secure file sharing system and real-time access to key work product and other tools that reflect the most current status of your matters.
- **Document Automation:** Automation utilities that increase the efficiency of drafting standard and commonly used documents.

## Technology

### Practice Solutions

A component of the technology resources at Akin Gump is the application development team. We are focused on providing all of our practice groups with powerful digital solutions. Our business analysts specialize in learning the ins and outs of a given practice group to ultimately offer new solutions and optimize the way they work. In addition, we offer our services to our clients and recommend or build solutions based on their needs.

At Akin Gump, our Information Technology team consists of developers and business analysts working together with subject-matter experts to create scalable and highly-responsive practice and client-facing solutions. We continue our services after development by supporting and refining the

solution in the long term. Akin Gump was selected as a 2018 CIO 100 award honoree, the only law firm to place in this prestigious collection of organizations “driving business value and growth through digital innovation.” This is the third time in five years that the firm has been selected as a CIO 100 honoree, a recognition that is rarely awarded to law firms. 2018 honorees encompass a number of marquee multinational enterprises in, among others, the technology, telecommunications and aviation industries. Additionally, Akin Gump was named a finalist for the inaugural The American Lawyer Industry Awards in the categories of “Best Use of Technology” and “Best Client/Law Firm Team”. In the “Best Use of Technology” category, the firm is shortlisted for its development of an antiboycott compliance tool that reduced compliance processing time, increased compliance accuracy and saved considerable money and resources for clients. Lastly, the Financial Times recognized Akin Gump in the category of Business of Law for investment fund partner Eliot Raffkind’s development of the pioneering [www.agfundinformation.com](http://www.agfundinformation.com) website.

### **Mobile Apps and Seamless Access**

The ability to reach people, share information, collaborate in real time and stay connected increases productivity, maximizes efficiency, reduces cycle time, extends our business reach, and improves the communication and support of our clients. The application development team has developed many custom mobile apps for the firm and its clients.

ShareFile enables our users to access, sync and securely share files from any device with people both inside and outside the organization for easy collaboration and enhanced productivity. Offline access keeps productivity up even when people are on the go.

Cisco WebEx and Zoom Conferencing keeps us connected to our clients, colleagues and partners across the globe instantly over the Web. WebEx and Zoom meetings can be attended easily from a variety of mobile and computer devices. The ability to share content in real time maximizes collaboration efforts, and attending by video makes the meeting personable without the travel expense.

From basic conference calls to operator-assisted conferencing for large-scale meetings (100+), our InterCall audioconferencing system is reliable and connects multiple parties securely on a single audioconference call instantly across geographies and time zones, increasing communication and collaboration. We provide a number of international toll-free numbers to support our clients around the world. From instant meetings to scheduling future calls, we are available to connect with our clients efficiently and effectively.

## Electronic Library of Client Materials and Information

Akin Gump clients need real-time access to key work product and other tools that reflect the most current status of their matters. We offer this access, along with other value-added tools, through the use of ClientView. Akin Gump hosts a robust, secure extranet solution via ClientView for use as a private website for our clients to collaborate with the firm. The extranet solution provides a common document repository, online collaboration workspace, shared calendar, and work product and research repository. Our extranet solution can be customized to serve a variety of functions, including case management, virtual deal room, document distribution point and contact manager. Extranet sites can be tailored to include other vital legal or industry information. ClientView offers a collaborative platform to allow sharing and group editing of drafts. Clients can access ClientView via the Internet, at any time, from any location. Additionally, ClientView's flexible security model allows certain materials to be shared with only certain ClientView users as desired.

In addition to extranets, such as ClientView, Akin Gump is capable of storing extensive volumes of digital information internally for teams to utilize as reference points for future litigation, as well as assisting in cross-matter or related management of information that could be pertinent from one litigation to another. These technologies are employed at various levels and exist at many levels of service, from the maintenance of pretrial discovery to trial databases used during the course of a proceeding.

Akin Gump makes extensive use of the latest technology to provide first-class representation while minimizing unnecessary expenses. We continue to stay up to date with future technology developments to increase cost efficiencies and provide higher levels of client service to our clients.

## Other Technology Capabilities

The technology services department at Akin Gump develops and maintains sophisticated computer applications and equipment to effectively handle all types of matters, from litigation to intellectual property to corporate work. Akin Gump is committed to leveraging the latest technologies to drive value and provide our clients with secure, reliable and efficient legal services. Our professional teams can provide scalable and highly customizable solutions to meet many needs. Akin Gump utilizes electronic support systems through a private worldwide network and also via the Internet. The system allows lawyers, clients, experts and other appropriate parties to have internal and remote access to all relevant documents for any matter. Our technology services department provides a range of services to support Akin Gump client matters, including:

- Designing and maintaining databases for widely used practice support applications.

- Integrating scanned image collections with databases for efficient and thorough document review and production.
- Creating full-text databases.
- Capturing deposition and trial testimony automatically in real time.
- Providing support for graphical and multimedia presentations.

In addition to dealing with hardware and software, the technology services department provides training, user support and logistical support for lawyers and legal assistants at Akin Gump, as well as for clients and third parties.

Our technology services department also provides the following services for Akin Gump clients:

- Best-of-class, firm-prepared and annotated transactional forms to avoid “reinventing the wheel” at the cost of client time and expense.
- Automated document preparation on firm-created and updated forms to minimize client expense for routine documents used in corporate, labor and other practices.

Akin Gump also has the ability to perform most elements of e-discovery processing using our in-house systems. We use many of the same software packages that commercial processing vendors use, and we generally do not outsource e-discovery application hosting. E-discovery processing costs are greatly reduced when we use our in-house resources.

We ask our clients to be conversational with us in terms of receiving volumes of information in PDF format. In addition, we often suggest that they implement an internal document management system on their side to maintain accurate business records, and consider technologies for the management of facts, data, events and details across multiple litigations. We have also found that clients using litigation readiness systems are well prepared to respond to e-discovery requests, and efficiencies are improved.

## 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.*

**John Milledge, General Counsel  
Fort Lauderdale Downtown Development Authority (DDA)**

200 SW 1st Avenue  
Suite 800 N.  
Fort Lauderdale, FL 33301-2072  
+1 954.761.8640  
[john@jmmpa.com](mailto:john@jmmpa.com)

Assisted client secure federal funding and approvals for streetcar and federal funding for federal courthouse. 2013 – ongoing (although no projects are currently underway). The firm had \$12,000/month retainer for streetcar engagement and billed hourly for the courthouse engagement. The firm reported \$520,000 in lobbying fees from 2013 through the first quarter of 2021.

**Husein Cumber, Chief Strategy Officer  
Florida East Coast Industries, LLC**

700 NW 1st Avenue, Suite 1620  
Miami, FL 33136  
Main: +1 305.520.2300  
[husein.cumber@feci.com](mailto:husein.cumber@feci.com)

Representing Brightline project in connection with advocating for supportive laws and programs. 2021 – present. The firm has reported \$30,000 in lobbying fees through the first quarter of 2021.

**Bill Kelly, Director of Government Relations  
City of Houston**

901 Bagby  
Houston, TX 77002  
832.393.0805  
[bill.kelly@houstontx.gov](mailto:bill.kelly@houstontx.gov)

Scope of Services: Broad federal advocacy for the City on issues, including transportation, water, resiliency, disaster recovery, homeland security, housing, economic development, law enforcement, health and COVID-19 issues. 2010 – present. The firm has reported about \$2,510,000 in lobbying fees from 2018 through the first quarter of 2021.

**Eleanor Torres, Director of Government Relations****Port of Long Beach**

415 W. Ocean Blvd.

Long Beach, CA 90802

[eleanor.torres@polb.com](mailto:eleanor.torres@polb.com)

+1 562.283.7782

Scope of services: Provide strategic advice and federal advocacy regarding transportation, homeland security, environmental, Army Corps of Engineers/navigation, energy and trade issues; assisted with securing grants; assisted with identifying earmark requests for transportation bills and briefed congressional delegation regarding requests. 2007 – present. The firm has reported about \$2,670,000 in lobbying fees from 2007 through the first quarter of 2021.

## 4.2.6 Local Business Preference

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*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.*

Akin Gump is not claiming a local business preference.



## 4.2.7 Disadvantaged Business Participation

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*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.*

Akin Gump is not a certified disadvantaged business enterprise.

## 4.2.8 Subcontractors

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

Akin Gump will not be utilizing subcontractors during the term of this contract.

## 4.2.9 Required Forms

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The required forms are included in the order below on the following pages. We have included comments, where applicable.

### **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.*

**Please note:** Akin Gump does not have the ability to accept credit card payments. Should we win this engagement, we will work with the Chief Procurement Officer on an alternative payment method.

### **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.*

**Please note:** If we win this engagement, Akin Gump will fulfill any registration requirements for the state of Florida.

### **I. E-Verify Affirmation Statement**

### **J. Disadvantaged Business Enterprise (DBE) Preference**

8/18/2021

DPX Form

**Supplier Response Form****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](http://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:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
<input type="text" value="1"/>	<input type="text" value="08/13/2021"/>	<input type="text" value="2"/>	<input type="text" value="08/18/2021"/>	<input type="text" value="3"/>	<input type="text" value="08/17/2021"/>
*	*				
<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.**

Please see the attached document for our requested variances. We are requesting variances in the following paragraphs: A and I in the Sample Contract Template; and 4.02 in General Conditions. In addition, Akin Gump is unable list the City as an additional insured on the firm's Professional Indemnity, and we are requesting this exception where this requirement appears, including in Special Terms and Conditions, Section 2.25 Insurance Requirements, under Insurance Certificate Requirements, subsection f; and General Conditions, Section 4.02. Akin Gump does not have the ability to accept credit card payments; however, should we win this engagement, we will work with the City on an acceptable alternative payment method.

[https://www.bidsync.com/DPXViewer/Bid\\_Proposal\\_Certification\\_Page\\_04-28-2020\\_8365013.htm?ac=supresponse&auc=2080239&docid=8367107](https://www.bidsync.com/DPXViewer/Bid_Proposal_Certification_Page_04-28-2020_8365013.htm?ac=supresponse&auc=2080239&docid=8367107)

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8/18/2021

DPX Form

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:

Susan Lent \*  
Name (printed)

August 18, 2021 \*  
Date

Susan Lent \*  
Signature

Partner \*  
Title

Revised 4/28/2020

[https://www.bidsync.com/DPXViewer/Bid\\_Proposal\\_Certification\\_Page\\_04-28-2020\\_8365013.htm?ac=supresponse&auc=2080239&docid=8367107](https://www.bidsync.com/DPXViewer/Bid_Proposal_Certification_Page_04-28-2020_8365013.htm?ac=supresponse&auc=2080239&docid=8367107)

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8/12/2021

DPX Form

**Supplier Response Form****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.

Susan Lent  
Authorized Signature

Partner  
Title

Susan Lent  
Name (Printed)

August 12, 2021  
Date

8/13/2021

DPX Form

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

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

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

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

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

Susan Lent \*  
Authorized Signature

Susan Lent, Partner \*  
Print Name and Title

August 13, 2021 \*  
Date

<https://www.bidsync.com/dpx/DPXLogin>

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8/12/2021

DPX Form

**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

[https://www.bidsync.com/DPXViewer/Local\\_Business\\_Preference\\_Certification.7-7-2021\\_9021845.htm?ac=supresponse&auc=2080239&docid=9043...](https://www.bidsync.com/DPXViewer/Local_Business_Preference_Certification.7-7-2021_9021845.htm?ac=supresponse&auc=2080239&docid=9043...) 2/3



8/13/2021

DPX Form

**Supplier Response Form****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

Akin Gump Strauss Hauer & Feld LLP \*

Company Name

Susan Lent \*

Name (Printed)

Susan Lent \*

Signature

August 12, 2021 \*

Date

Partner \*

Title

[https://www.bidsync.com/DPXViewer/Contract\\_Payment\\_Method.P-Card\\_Form\\_06-27-19\\_7910644.htm?ac=supresponse&auc=2080239&docid=791...](https://www.bidsync.com/DPXViewer/Contract_Payment_Method.P-Card_Form_06-27-19_7910644.htm?ac=supresponse&auc=2080239&docid=791...) 1/2



### **VERIFICATION OF INSURANCE**

**ISSUED TO:** To Whom It May Concern

WE, the undersigned Insurance Brokers hereby verify that Brit Syndicate 2987 at Lloyd's and Various Insurance Companies have issued the following described insurance, each for their own part and not one for the other, and which is in force as of the date hereof:

### **PROFESSIONAL INDEMNITY INSURANCE**

**NAME OF ASSURED:** AKIN GUMP STRAUSS HAUER & FELD LLP and others as more fully described in the Primary Policy wording.

<b><u>POLICY NO.</u></b>	<b><u>INSURER(S)</u></b>	<b><u>POLICY YEAR</u></b>
B0146LDUSA2103134	Brit Syndicate 2987/2988 at Lloyd's and Various Insurance Companies	12:01 a.m. January 1, 2021 To 12:01 a.m. January 1, 2022

**LIMITS:** Not less than \$5,000,000 each claim/ \$10,000,000 annual aggregate (as provided for the Policy wording)

This document is furnished as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional Assured, nor does it modify in any manner the contract of insurance between the Assured and the Underwriter. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto.

By:  Date: 01/07/2021  
Stephanie Hurwitz  
Vice President

**ProQuest** | a division of **Alliant**  
140 East 45<sup>th</sup> Street, Suite 6B | New York, NY 10017

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AKINGUM-01

DCOOK

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/5/2021

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alliant Insurance Services, Inc. 1050 Wilshire Dr Ste 210 Troy, MI 48084		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (248) 540-3131 FAX (A/C, No): (248) 203-7528 E-MAIL ADDRESS:	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : Great Northern Insurance Company</b>	
		<b>INSURER B : Federal Insurance Company</b>	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

<b>INSURED</b> Akin Gump Strauss Hauer & Feld LLP One Bryant Park New York, NY 10036		<b>NAIC #</b> 20303 20281
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## 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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		35346015	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 <b>POLICY AGG</b> \$ 10,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		73199017	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		79877739	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 50,000,000 AGGREGATE \$ 50,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	35346015	4/1/2021	4/1/2022	<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

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

## CERTIFICATE HOLDER

## CANCELLATION

To Whom It May Concern	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 

ACORD 25 (2016/03)

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**Akin Gump**  
STRAUSS HAUER & FELD LLP

© 2021 Akin Gump Strauss Hauer &amp; Feld LLP

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Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>
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Print or type. See Specific Instructions on page 3.	<table style="width: 100%;"> <tr> <td style="width: 70%;"> <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>Akin Gump Strauss Hauer &amp; Feld LLP</b> </td> <td style="width: 30%;"></td> </tr> <tr> <td colspan="2"> <b>2</b> Business name/disregarded entity name, if different from above         </td> </tr> <tr> <td colspan="2"> <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.           <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.               </div> <div> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input checked="" type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Other (see instructions) ▶ _____             </div> </div> </td> </tr> <tr> <td colspan="2"> <b>4</b> 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) _____                (Applies to accounts maintained outside the U.S.)             </td> </tr> <tr> <td colspan="2"> <b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>2001 K Street NW</b> </td> </tr> <tr> <td colspan="2"> <b>6</b> City, state, and ZIP code  <b>Washington, DC 20006</b> </td> </tr> <tr> <td colspan="2"> <b>7</b> List account number(s) here (optional)             </td> </tr> </table>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Akin Gump Strauss Hauer &amp; Feld LLP</b>		<b>2</b> Business name/disregarded entity name, if different from above		<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.               </div> <div> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input checked="" type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Other (see instructions) ▶ _____             </div> </div>		<b>4</b> 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) _____ (Applies to accounts maintained outside the U.S.)		<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>2001 K Street NW</b>		<b>6</b> City, state, and ZIP code <b>Washington, DC 20006</b>		<b>7</b> List account number(s) here (optional)	
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<b>Part I Taxpayer Identification Number (TIN)</b>						
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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	<table style="width: 100%;"> <tr> <td style="background-color: #f2f2f2;"><b>Social security number</b></td> </tr> <tr> <td style="height: 30px;"></td> </tr> <tr> <td style="background-color: #f2f2f2; text-align: center;"><b>or</b></td> </tr> <tr> <td style="background-color: #f2f2f2;"><b>Employer identification number</b></td> </tr> <tr> <td style="text-align: center;">75-1338644</td> </tr> </table>	<b>Social security number</b>		<b>or</b>	<b>Employer identification number</b>	75-1338644
<b>Social security number</b>						
<b>or</b>						
<b>Employer identification number</b>						
75-1338644						
<b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.						

<b>Part II Certification</b>			
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.			
<b>Certification instructions.</b> 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 for Part II, later.			
<b>Sign Here</b>	<table style="width: 100%;"> <tr> <td style="width: 60%;">           Signature of U.S. person ▶  </td> <td style="width: 40%;">           Date ▶ <b>January 1, 2021</b> </td> </tr> </table>	Signature of U.S. person ▶	Date ▶ <b>January 1, 2021</b>
Signature of U.S. person ▶	Date ▶ <b>January 1, 2021</b>		

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## 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, later.*

ISA

Form **W-9** (Rev. 10-2018)

51



8/13/2021

DPX Form

**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:	<input type="text" value="Susan Lent"/>	<input type="text" value="Susan Lent"/>	<input type="text" value="August 12, 2021"/>
	PRINT NAME	SIGNATURE	DATE

Forms Non-Iso – revised 7/2/2021

[https://www.bidsync.com/DPXViewer/Disadvantaged\\_Business\\_Enterprise\\_DBE\\_Preference\\_Certification\\_7-7-2021\\_9021861.htm?ac=supresponse...](https://www.bidsync.com/DPXViewer/Disadvantaged_Business_Enterprise_DBE_Preference_Certification_7-7-2021_9021861.htm?ac=supresponse...) 2/3

# Addenda

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The addenda issued in connection with this RFP are provided on the following pages.



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

## 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 18<sup>th</sup>, 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.**



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

All other terms, conditions, and specifications remain unchanged.

James Hemphill  
Assistant Procurement and Contracts Manager

Company Name: Akin Gump Strauss Hauer & Feld LLP  
(please print)

Bidder's Signature: *Susan Kent*

Date: August 13, 2021





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

**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: Akin Gump Strauss Hauer & Feld LLP  
(please print)

Bidder's Signature:

Date: August 18, 2021

# Conflicts of Interest

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As a law firm, Akin Gump takes the possibility of conflicts of interest very seriously and, as a consequence, reviews each new matter for ethical conflicts that may arise. We take our obligation to comply with the rules of professional responsibility seriously.

Akin Gump is a large law firm with multiple offices and related practice entities located around the world. Because of the firm's size and geographic scope, as well as the breadth and diversity of our practice, other present or future clients of the firm inevitably may have contacts with the City.

We have conducted a conflict of interest check for the scope of work outlined in the RFP. Akin Gump is not aware of any conflicts of interest that would preclude our representation of the City. As a practical matter, it is impossible to anticipate all potential conflicts of interest that could arise. During the course of our representation, if circumstances suggest to us that there is a conflict of interest, the firm will discuss them with the City as soon as reasonably possible consistent with the applicable rules of professional conduct and asks that if you become aware of circumstances suggesting a conflict of interest that you discuss them with us.

The firm will comply with the requirements of paragraph 2.18.1 of the RFP, subject to the information provided above.



# Appendix A: Professional Biographies



## Susan H. Lent

Partner

slent@akingump.com

Washington, D.C.

+1 202.887.4558

### Key Experience

- Heads the firm's infrastructure and transportation practice and co-heads the firm's autonomous vehicles initiative.
- Clients include public and private sector entities in the transportation and infrastructure sectors, as well as companies regulated by the Department of Transportation (DOT).
- Regularly provides guidance on the complexity of how infrastructure projects come together and are monetized in the United States, including evaluating and managing regulatory risks and navigating the government procurement process.
- Advises clients on the range of issues around smart cities, including infrastructure planning and development, monetizing investments and rules around safety and liability.

### Practice

Susan Lent represents clients before the DOT, other federal agencies and the U.S. Congress.

Susan advises clients on federal, state and local procurement laws and other laws and regulations applicable to developers and operators of infrastructure projects, other recipients of federal funding and companies regulated by the DOT.

She also advises clients navigating the emerging legal, regulatory and contractual issues arising out of innovative technologies, including autonomous vehicles, focusing on regulatory compliance and managing liability. Recently she has spent significant amounts of time focused on the Middle East.

Susan provides guidance on the funding, financing, and development of transportation and other infrastructure projects, representing clients before the:

- DOT
- Federal Highway Administration (FHWA)
- Federal Transit Administration (FTA)
- Federal Aviation Administration (FAA)
- Federal Motor Carrier Safety Administration (FMCSA)

### Areas of Experience

- Transportation Policy and Regulation
- Energy and Environment Policy
- Federal Funding Policy
- Litigation
- Regulatory
- Aviation
- Public Law and Policy
- Infrastructure and Transportation
- Autonomous Vehicles
- Public Private Partnerships
- Complex or Controversial Projects
- Shipping and Offshore Services
- Government Contracts
- Government Contract Compliance and Administration
- Universities and Colleges
- Emerging Technologies
- Administrative and Regulatory Litigation
- Bid Protests
- Government Contract Litigation
- Retail
- U.S. Territories and Freely Associated States
- National Security
- Sovereign and Government Investors
- Energy
- North America
- Cuba

- Environmental Protection Agency (EPA)
- U.S. Army Corps of Engineers
- U.S. Congress.

Before joining Akin Gump, Susan served as counsel to the Subcommittee on Surface Transportation and as counsel for investigations and oversight to the House Committee on Transportation.

### **Project Development and Compliance**

Susan assists public sector entities in securing federal funds and obtaining federal and other financing, and she advises them regarding compliance with the laws and regulations that apply to federally funded projects, including the National Environmental Policy Act (NEPA), Buy America Act and procurement requirements.

Susan has experience with a wide range of infrastructure projects, including toll road, highway, port, freight, airport, intermodal, rail transit, transit joint development, water infrastructure, economic development and social infrastructure projects.

Her substantive knowledge and government experience allow Susan to provide informed and comprehensive representation to her clients as they work to achieve their objectives before Congress and navigate the project approval process with relevant federal departments and agencies.

Susan also advises private sector companies on risks associated with contracting opportunities and on compliance with a range of federal requirements associated with federally funded contracts, including those required by Buy America and civil rights laws and the Davis Bacon, False Claims and Americans with Disabilities Acts.

### **Public Private Partnerships**

Susan is experienced in representing the private and public sectors in undertaking a broad range of public-private partnerships (P3). Her experience includes:

- Drafting solicitation documents for governmental entities.
- Advising government entities regarding evaluation of P3 opportunities, including value for money analyses and procurement approaches.
- Undertaking due diligence for private sector entities evaluating P3 opportunities, including reviewing solicitations; drafting requests for clarification; and advising clients regarding legal, regulatory and political risk.
- Representing clients in enforcement actions related to violating federal regulations regarding receipt of federal funding or failure to comply with regulatory requirements.

## **Education**

J.D., The George Washington University Law School, 1986

B.A., Emory University, 1983

## **Bar Admissions**

District of Columbia

- Assisting with evaluating and pursuing low-cost U.S. financing from the DOT.
- Advising on state and local procurement laws.
- Representing clients in bid protests over procurement procedures and decisions.
- Advising on transit-oriented development and joint development agreements.
- Advising on outsourcing of transit operations, including procurement and labor requirements.
- Drafting and negotiating agreements for the deployment of emerging technologies and advising regarding risk management and regulatory compliance in connection with such deployment.

## Public Transportation

Susan provides comprehensive advice and counsel to public transit agencies and the companies doing business with them. She helps clients navigate the legislative and regulatory landscape and advocates on their behalf before Congress and the FTA. Having served as counsel to the subcommittee of the House Committee on Transportation and Infrastructure with jurisdiction over public transportation, Susan is experienced with public transportation laws and policies, and she can serve as an effective advocate for client interests before the House and Senate committees with jurisdiction over public transportation as well as before the DOT and FTA.

Susan advises clients undertaking Capital Investment Grant projects, including assisting them with advancing projects through the FTA evaluation and approval process. She also helps clients with joint development projects and transit-oriented development, including valuation of property and securing TIFIA financing for projects.

She provides advice regarding compliance with Section 13 (c) of the Federal Transit Act, the Buy America Act, the Americans with Disabilities Act, Title VI of the Civil Rights Act, and Charter Bus and Tripper service requirements. Susan has a strong background in procurement and government contracts, and she also advises transit agencies and contractors regarding procurement procedures. She drafts procurement documents and contracts and represents clients in bid protests and contract disputes.

## National Highway Traffic Safety Administration (NHTSA)

Susan represents clients in connection with compliance with laws and regulations governing automakers and equipment suppliers, including autonomous vehicles. She counsels clients with respect to laws, regulations and guidance affecting autonomous vehicles at the federal and state levels, and she assists with drafting and negotiating agreements that ensure compliance and manage risk with regard to operation of new vehicle technologies. She advises clients seeking to import vehicles that do not comply with the Federal Motor Vehicle

Safety Standards into the United States for testing and demonstration purposes.

### **Federal Motor Carrier Safety Compliance (FMCSA)**

Susan advises motor carriers on matters related to compliance with FMCSA regulations. She represents clients in enforcement matters before the FMCSA, pursues exemptions from the regulations for clients, and drafts requests for advisory opinions and comments on rulemakings. She is experienced with the DOT registration, hours of service, and drug and alcohol testing requirements, among others.

### **Airports and Aviation**

Susan represents airports, airlines, airport developers, concessionaires and fixed-base operators. She assists airports in securing funds under the Airport Improvement Program and implementing projects once funds are secured.

She advises on the distribution of funds under the discretionary and entitlements programs and counsels clients on passenger facilities charges, grant assurances, letters of intent and benefit cost analyses.

Susan has advised public and private sector clients seeking to acquire, develop or operate airports regarding rules on revenue-producing aspects of airports and other federal requirements, including grant assurance requirements. She advises on airport concession contracts and contracts to finance and operate airports. Susan also represents airlines on a host of policy and regulatory issues.

### **Representative Work**

- Advised Keolis, a global provider of transportation services, in connection with its participation in a pilot project sponsored by AAA to operate an autonomous shuttle in the city of Las Vegas. The self-driving shuttle is the largest self-driving pilot project in the United States to operate in live traffic.
- Assisted a foreign government draft enabling laws for a smart city, including addressing autonomous vehicle testing and integration and licensing of ride sharing.
- Assisting a client who is seeking authority to test autonomous vehicles on public roads.
- Obtained a favorable settlement for a client from the Federal Emergency Management Agency (FEMA) after an audit of the Port Security Grant.
- Advise the Houston Airport System on a range of regulatory and policy matters.
- Advising the city of Houston on a range of issues involving development and operations, including securing funding and approvals after Hurricane Harvey.

- Assisted Fort Lauderdale in securing funding and approvals for its federal courthouse.
- Assisting the Niagara Frontier Transportation Authority on matters associated with proposals to extend its light rail system.
- Advising the Rochester Genesee Regional Transportation Authority on regulatory issues associated with proposed system redesign.
- Representing clients that are seeking exemptions from Federal Motor Carrier Safety Regulations governing Hours of Service.

## Speeches

- “Our Future Challenge – Tolling Solutions that Work for Everyone,” IBTTA Summit on Finance & Policy, (Orlando, FL, May 21, 2019).
- “Purchasing & Selling Government Contracts,” Association of Corporate Counsel National Capital Region Presentation, (Washington, D.C., November 8, 2018).
- “City of Tomorrow,” Akin Gump Seminar, (Abu Dhabi and Dubai, October 21, 2018).
- “2018 Trends in Investment Opportunities and #metoo Risk Mitigation,” Akin Gump’s Annual Los Angeles Investment Funds Symposium, (Los Angeles, CA, May 3, 2018).
- “2017 Trends & Developments,” Akin Gump’s Annual New York Private Investment Funds Conference, (New York, NY, October 2, 2017).

## Public Service and Affiliations

- Served as a member of the transportation advisory committee for a presidential transition.
- Acted as Counsel to the Subcommittee on Surface Transportation, U.S. House of Representatives Committee on Transportation and Infrastructure.
- Served as Counsel, Investigations and Oversight, U.S. House of Representatives Committee on Transportation and Infrastructure.

## Recognition

- *The Legal 500 US*, Government contracts, 2019 to 2020, and Government relations, 2020.

## Publications

- “President Biden’s American Jobs Plan: A Bold Mandate for Infrastructure Investment,” Akin Gump Policy Alert, April 5, 2021.



- “What Shelter-in-Place, Shut-down and Closure Orders Mean for Businesses,” Akin Gump Labor and Employment Alert, March 27, 2020.
- “10 Things You Need to Know About the EU White Paper on Artificial Intelligence,” Akin Gump Artificial Intelligence Alert, March 10, 2020.
- “Autonomous Vehicle Guidance Gives Industry Room To Grow,” Law360 January 14, 2020.
- “New AV 4.0 Guidance on US Government Involvement in Autonomous Vehicle Policy Provides Cross-Agency Map of Federal AV Efforts,” Akin Gump Client Alert, January 13, 2020 (with Sidharth Sharma (Transportation Policy & Regulatory Specialist)).
- “Congress, DOT Paving The Way For Autonomous Vehicles,” Law360 December 4, 2019 (with Sidharth Sharma).
- “New Autonomous Vehicle Legislation Proposed—What You Should Know,” November 22, 2019.
- “Recent Federal Policy Developments Concerning Autonomous Vehicles,” Daily Journal September 10, 2019.
- “Federal Policy Developments Concerning Autonomous Vehicles,” Akin Gump Client Alert, August 9, 2019.
- “Supreme Court Strengthens Protection of Confidential Business Information Submitted to Federal Agencies,” Akin Gump Regulatory Alert, July 1, 2019.
- “Latest Opportunity Zone Rules Clarify Issues Related to Fund Structuring, Qualifying Businesses and Business Property,” Akin Gump Tax Alert, May 24, 2019.
- “New ‘Buy American’ Challenges For Suppliers, Contractors,” Law360 February 21, 2019.
- “New Executive Order Seeks to Expand Buy American Requirements Imposed on Federally Funded Infrastructure Projects,” Akin Gump Client Alert, February 4, 2019.
- “Automated Vehicles 3.0: Preparing for the Future of Transportation,” The Journal of Robotics, Artificial Intelligence & Law March-April 2019.
- “2018 Midterm Elections: Analysis and Outlook for the 116th Congress,” Akin Gump Policy Alert, November 15, 2018.
- “Automated Vehicles 3.0: Preparing for the Future of Transportation,” Akin Gump Client Alert, October 12, 2018.
- “Opportunity Zones: How Communities Can Leverage This New Provision to Jumpstart Investment,” Akin Gump Client Alert, September 19, 2018.

- “House Hearing Stirs Debate On Insuring Autonomous Vehicles,” Law360 June 14, 2018.
- “House Committee Considers Impact of Autonomous Vehicles on Insurance Models,” Akin Gump Client Alert, May 30, 2018.
- “Overview of California’s Final Autonomous Vehicle Testing and Deployment Regulations – Fully Driverless Vehicles Permitted,” Akin Gump Client Alert, March 12, 2018.
- “President Trump Releases Infrastructure Plan,” Akin Gump Client Alert, February 13, 2018.
- “DOT Seeks Public Comment on Regulatory Barriers to Autonomous Vehicle Innovation,” Akin Gump Client Alert, January 19, 2018.
- “Autonomous Vehicles: Shifting Landscape of Contractual Liabilities Between OEMs and Tech Companies,” Claims Journal January 16, 2018.
- “Updates to California DMV’s Proposed Autonomous Vehicle Deployment Regulations May Empower Innovation by Limiting Manufacturer Liability,” December 8, 2017.
- “GAO Report on Automated Vehicles Finds DOT Needs Roadmap,” Akin Gump Client Alert, December 7, 2017.
- “Department of Transportation Releases New Voluntary Guidance for Autonomous Vehicles,” Akin Gump Autonomous Vehicles Alert, September 18, 2017.
- “JOBS Act 2.0 – New FAST Act Legislation Signed into Law to Facilitate Capital Formation,” Akin Gump Corporate Alert, December 8, 2015.
- “Court Dismissed Lawsuit Challenging Section 1705 DOE Loan Guarantees,” Akin Gump Global Project Finance Alert, May 29, 2012.
- “Lawsuit Filed to Invalidate Section 1705 of DOE Loan Guarantees,” Akin Gump Project Finance and Renewable Energy Alert, December 12, 2011.
- “Latest Opportunity Zone Rules Significantly Expand Types of Qualifying Investments,” Akin Gump Tax Alert, May 6, 2019.
- “10 Things You Need to Know About the EU White Paper on Artificial Intelligence,” Akin Gump Cybersecurity, Privacy & Data Protection Alert, March 12, 2020.
- “TARP and the Stimulus - Keeping Them Honest,” The Metropolitan Corporate Counsel July 2009.



## Ileana Ros-Lehtinen

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### Key Experience

- Served for almost three decades as a member of Congress representing a congressional district in South Florida and was the first Hispanic woman to serve in Congress.
- As a member of the House Foreign Affairs Committee, she became a leader in crafting U.S. foreign policy. She served as the Committee's Chairwoman, and Chair or Co-Chair of multiple subcommittees.
- Key issues include advancing democracy, international trade, national security and defense, energy and environment, education and immigration.

### Practice

Former U.S. Rep. Ileana Ros-Lehtinen (R-FL) served for almost three decades as a member of Congress representing diverse areas in South Florida.

Rep. Ros-Lehtinen was the Chairwoman emeritus of the House Committee on Foreign Affairs and the Chairwoman of the Subcommittee on the Middle East and North Africa (MENA). In these roles, she led on pressing foreign policy issues, including championing the advancement of freedom and democracy for all, fighting Islamist extremism; supporting free trade agreements with Colombia, Panama and South Korea; and imposing sanctions on human rights violators in Venezuela.

Prior to becoming the Chairwoman of the Foreign Affairs Committee, Rep. Ros-Lehtinen served as Chair of the Subcommittee on the Middle East and Central Asia; International Operations and Human Rights; International Economic Policy and Trade; and Africa; and as Vice-Chair of the Subcommittee on the Western Hemisphere.

Rep. Ros-Lehtinen also served on the House Permanent Select Committee on Intelligence and was a member of the CIA Subcommittee and the National Security Agency and Cybersecurity Subcommittee.

A strong proponent of education, Rep. Ros-Lehtinen holds multiple education degrees, including an Ed.D. from the University of Miami, and master's and bachelor's degrees from Florida International University. She began her career as a Florida certified teacher, and then founded, and served as the principal of, a private bilingual elementary school.

### Areas of Experience

- Public Law and Policy
- U.S. Territories and Freely Associated States
- Education Policy
- National Security
- Energy and Environment Policy
- Immigration Law and Policy
- International Trade Policy
- National Security and Defense Policy
- Energy
- Universities and Colleges
- Sovereign and Government Investors
- Africa
- North America

### Education

Ed.D., University of Miami, 2004

M.A., Florida International University, 1985

B.A., Florida International University, 1975

## Representative Work

### U.S. House of Representatives Experience

Rep. Ros-Lehtinen has been a consistent voice for democratic movements in all corners of the globe. Starting with her native island of Cuba, in opposition to the Cuban government, she has been and remains an outspoken advocate for freedom, democracy, the rule of law and human rights.

- As Chairman Emeritus of the House Committee on Foreign Affairs and Chairman of the Foreign Affairs Subcommittee on MENA, Rep. Ros-Lehtinen authored the Nicaraguan Investment Conditionality Act (NICA), which became law in December 2018, to oppose multilateral loans to the Ortega regime until democratic order is restored, to sanction members of the regime and to express solidarity with the freedom-loving people of Nicaragua.
- In 2016, also while Chairman Emeritus, Rep. Ros-Lehtinen worked to ensure passage of the Venezuela Defense of Human Rights and Civil Society Extension Act of 2016. This law extended available tools for the administration to sanction members of the Maduro administration while supporting Venezuelan human rights.
- The United States-Jordan Defense Cooperation Act of 2015 is another important law authored by Rep. Ros-Lehtinen as Chairman of the MENA Subcommittee, which has enhanced and expanded the U.S.-Jordan relationship in terms of military cooperation, expediting defense sales and authorizing a Memorandum of Understanding, since Jordan continues to be a key U.S. partner in the fight against ISIS and for regional security.
- In 2014, as Chairman of the MENA Subcommittee, Rep. Ros-Lehtinen led the effort and ensured passage of the U.S.-Israel Strategic Partnership Act of 2014, which declared Israel a major strategic partner of the United States, and helped enhance and maintain Israel's qualitative military edge over any threats.
- As the only woman to chair the House Foreign Affairs Committee, Rep. Ros-Lehtinen authored the toughest sanctions against any country to date with her Iran Threat Reduction and Syria Human Rights Act of 2012. This law expanded sanctions against the regime in Tehran, targeting Iran's energy, finance and transportation sectors, in order to counter Iran's support for terrorism, proliferation of weapons of mass destruction and human rights abuses. It also imposed sanctions against both the regimes of Iran and Syria for human rights abuses.
- As Chairman of the MENA Subcommittee, Rep. Ros-Lehtinen authored the Iran Freedom Support Act of 2006. This law codified and expanded U.S. sanctions against Iran to counter Tehran's weapons programs, tightened rules to prevent Iran from evading sanctions and discouraged international investment in Iran.

## Speeches

- "The Role of Public Integrity in Promoting the Rule of Law," U.S. Chamber of Commerce's Coalition for the Rule of Law in Global Markets Webinar, June 29, 2020

## Public Service and Affiliations

- Member, U.S. House of Representatives (1989-2019)
- Distinguished Presidential Fellow, University of Miami, January 2019 - present
- Fellow, Georgetown University McCourt School of Public Policy, Institute of Politics and Public Service, Spring 2019 Fellow.
- Chair, Congressional Hispanic Leadership Institute's (CHLI) "We Belong" Scholarship Campaign
- Board Member, Congressional Hispanic Leadership Institute (CHLI)

## Recognition

- Named by Jewish News Syndicate to its list of "Top 40 Latin American pro-Israel advocates and leaders," February 2021.
- Selected by *USA Today* for its list of the Women of the Century, August 2020.
- Awarded the Order of San Carlos by the government of Colombia to honor Colombian citizens and foreign civilians and military officers who have made outstanding contributions to the nation of Colombia, especially in the field of international relations, December 11, 2018
- Honored by the Jewish State of Israel as one of 70 American "Defenders of Israel," at its 70th year of independence, May 2018
- Conferred the Order of Propitious Clouds with Special Grand Cordon by President Tsai Ing-wen to recognize contributions to promoting the development of Taiwan-U.S. relations, April 2, 2018
- Received the Jeane J. Kirkpatrick Statesmanship Award from the Foundation for Defense of Democracies, August 2015
- Received the Jeane J. Kirkpatrick Award from the International Republican Institute's Women's Democracy Network for outstanding contributions to the advancement of women in politics and civil society, March 2010
- Inducted into the Florida Women's Hall of Fame, 2008.

## Languages

Spanish

## Publications

- “Women’s History Month,” Miami’s Community Newspapers March 2, 2021.
- “Where Is the Smithsonian Museum for American Latinos?,” The New York Times November 15, 2020 (with Ken Salazar).



## Ed Pagano

Partner

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### Key Experience

- Served in the Obama administration as Senate Liaison and Deputy Assistant to the President for Legislative Affairs.
- Worked for nearly two decades with Sen. Patrick Leahy (D-VT), both for the senator's office and the Senate Judiciary Committee, chaired by Sen. Leahy.

### Practice

Ed Pagano joined Akin Gump after serving in the Obama administration as Senate Liaison and Deputy Assistant to the President for Legislative Affairs. In this role, Ed was responsible for managing the Senate Legislative Affairs Office and charged with advancing the president's legislative agenda and promoting his priorities on Capitol Hill.

He coordinated the administration's legislative strategy on Senate action concerning issues that included patent reform, immigration reform, the Affordable Care Act, the Violence Against Women Act, reforms to the Foreign Intelligence Surveillance Act (FISA), gun violence prevention and judicial nominations. He was a member of the White House privacy and FISA working groups.

Before joining the White House in 2012, Ed worked for nearly two decades with Sen. Patrick Leahy (D-VT), both for the senator's office and the Senate Judiciary Committee, chaired by Sen. Leahy. This included serving as Sen. Leahy's chief of staff, managing the senator's offices in Washington and Vermont and overseeing the senator's work on the Judiciary, Agriculture and Appropriations committees. During that time, he advised Sen. Leahy on legislation—such as the Leahy-Smith America Invents Act, the first major reform of the patent system in 60 years—and Supreme Court hearings and confirmations, including those of Justice Sotomayor and Justice Kagan.

Prior to becoming Sen. Leahy's chief of staff, Ed served as his senior counsel on the Judiciary Committee, focusing on economic and criminal justice legislation, including the Sarbanes-Oxley Act, the USA PATRIOT Act and the September 11 Victim Compensation Fund, as well as antitrust issues and data breach legislation. Ed earlier worked as legislative counsel for Sen. Leahy, monitoring legislative developments and implementing plans on tax and commerce legislation, as well as coordinating economic development outreach in Vermont.

### Areas of Experience

- Public Law and Policy
- Cybersecurity, Privacy and Data Protection
- Legal Reform
- Health Policy and Legislation
- Regulatory
- Health Care and Life Sciences
- Artificial Intelligence
- Telecommunications, Media and Technology
- Emerging Technologies
- Antitrust/Competition
- Immigration Law and Policy
- Antitrust Counseling
- Antitrust Litigation
- Antitrust Mergers and Acquisitions
- Antitrust Policy and Regulation
- Cartel Investigations and Criminal Antitrust Prosecutions
- Cannabis Compliance and Policy
- Health Care Antitrust
- Mergers and Acquisitions - Federal Government Review
- Unfair Competition and Consumer Protection
- California Consumer Privacy Act (CCPA)
- U.S. Territories and Freely Associated States
- North America
- Cuba



Ed began his professional career as an associate at a large law firm before moving on to serve as a field director for the Clinton-Gore presidential campaign in 1992. During college, he played power forward for four years for the Vermont Catamounts basketball team. He remains active at the University of Vermont as a member of the board of trustees and through alumni and student engagement.

Ed's long and distinguished public service career includes:

- Senate Liaison and Deputy Assistant to the President for Legislative Affairs, White House, 2012 to 2014
- Chief of Staff, Sen. Patrick Leahy (D-VT), 2005 to 2011
- Senior Counsel, Senate Judiciary Committee, 1997 to 2011
- Legislative Counsel, Sen Patrick Leahy (D-VT), 1993 to 1996.

## Speeches

- "Preparing for the Unknown: Privacy and Cybersecurity Regulation," The Civil Justice Reform Group General Counsel Meeting, Washington, D.C., April 2019.
- "The Impact of the Senate Filibuster on the Judiciary," Lawyers for Civil Justice, May 4, 2015.
- Keynote Speaker, University of Vermont's Department of Athletics Catamount Kick-off, Burlington, 2014.

## Public Service and Affiliations

- Board Member, Legacies of War.
- Senate Liaison and Deputy Assistant for Legislative Affairs, The White House.
- Chief of Staff to Sen. Patrick Leahy (D-VT), U.S. Senate, 1993 to 2012.
- Senior Counsel to the Senate Judiciary Committee, 1993 to 2012.
- Member, Board of Trustees, University of Vermont.
- Member, University of Vermont Presidential Search Committee.

## Recognition

- National Institute for Lobbying & Ethics, Top Lobbyists, 2020.
- *Billboard*, Top Music Lawyers, 2020-2021
- *The Legal 500 US*, Government relations, 2018 to 2019, and Antitrust: Merger Control, 2017.
- The BTI Consulting Group, Client Service All-Stars, 2018.

## Publications

## Education

J.D., Fordham University School of Law, 1990

B.S., University of Vermont, 1985

## Bar Admissions

District of Columbia

Maryland



- “House Judiciary Committee’s Anti-Monopoly Agenda,” Akin Gump Policy Alert, June 16, 2021.
- “Senate Committee Approves Bill Raising Filing Fees for High-Value Mergers/Acquisitions,” Akin Gump Antitrust Alert, May 17, 2021.
- “Administration and Congressional Update on Artificial Intelligence in the U.S.,” Akin Gump Artificial Intelligence Alert, April 27, 2021.
- “Inside The Immigration Reform Bill’s Business Provisions,” Law360 March 2, 2021.
- “Senate Democrat Introduces Sweeping Antitrust Legislation,” Akin Gump Antitrust Alert, February 5, 2021.
- “Congress Passes Whistleblower Protections for Antitrust Division’s Leniency Program,” Akin Gump Policy Alert, December 16, 2020.
- “DOJ Antitrust Head Endorses Tightened Merger Laws,” Akin Gump Policy and Regulation Alert, December 4, 2020.
- “The National Science Foundation and Office of Science and Technology Policy Announce \$75 Million for New Quantum Computing Centers,” Akin Gump Emerging Technologies Alert, July 27, 2020.
- “Congressional Democrats Counter Republican COVID-19 Privacy Measure,” Akin Gump Policy Alert, May 15, 2020.
- “Commerce Republicans Introduce COVID-19 Data Privacy Bill,” Akin Gump Cybersecurity, Privacy & Data Protection Alert, May 8, 2020.
- “FDA Submits Progress Report on Policy Development Related to CBD Products,” Akin Gump Food and Drug Law Alert, March 6, 2020.
- “American AI Initiative Year One Report Reinforces White House’s Commitment to AI American Leadership,” Akin Gump Client Alert, 03.02.20.
- “Recent Federal Government Action on Artificial Intelligence and Next Generation Technologies,” Akin Gump Policy and Regulation Alert, January 16, 2020.
- “FDA Explains Current Thinking on CBD and Issues Targeted Warning Letters,” Akin Gump Health Industry Alert, December 2, 2019.
- “Sweeping Privacy Proposals Unveiled in the Senate,” Akin Gump Policy Alert, December 2, 2019 (with Taylor Daly (Public Policy Specialist)).
- “New Privacy and Personal Data Acts Introduced in the House and Senate,” Akin Gump Policy Alert, November 7, 2019 (with Taylor Daly (Public Policy Specialist)).

- “Latest Congressional Efforts to Enact Privacy Legislation,” Akin Gump Policy Alert, October 22, 2019.
- “U.S. Chamber’s AI Principles Latest Industry Effort to Push Policy,” Akin Gump Policy Alert, October 1, 2019.
- “NIST Releases Final Plan to Prioritize Federal Agency Engagement in the Development of Standards for Artificial Intelligence,” Akin Gump Policy Alert, August 14, 2019.
- “NIST Request for Comment: Plan for Federal Engagement in Developing Technical Standards and Related Tools for AI,” Akin Gump Policy Alert, July 10, 2019.
- “Senior California Democrats Stake Out Privacy Position with Draft Federal Framework,” Akin Gump Policy Alert, June 27, 2019.
- “Artificial Intelligence Legislative Updates,” Akin Gump Policy Alert, June 24, 2019.
- “The Artificial Intelligence Initiative Act (AI-IA),” Akin Gump Policy Alert, May 30, 2019.
- “President Trump Announces Plan for Immigration Reform,” Akin Gump Immigration Alert, May 17, 2019.
- “Federal Engagement Standards for Artificial Intelligence: NIST Request for Information,” Akin Gump Artificial Intelligence Alert, May 6, 2019.
- “Artificial Intelligence Updates,” Akin Gump Policy Alert, April 3, 2019.
- “Immigration Policy Updates,” Akin Gump Policy Alert, March 5, 2019.
- “Artificial Intelligence Initiatives Announced by Administration and Federal Agencies,” Akin Gump Artificial Intelligence Alert, February 19, 2019.
- “Policymakers Focusing on Artificial Intelligence,” The Journal of Robotics, Artificial Intelligence & Law March-April 2019.
- “2018 Midterm Elections: Analysis and Outlook for the 116th Congress,” Akin Gump Policy Alert, November 15, 2018.
- “Policymakers Focusing in on Artificial Intelligence,” Akin Gump Public Law & Policy Alert, October 10, 2018.
- “Congress Establishes New Committee to Solve Multiemployer Pension Plan Crisis,” Akin Gump Policy Alert, February 12, 2018.
- “Senate Democrats introduce ‘Better Deal’ antitrust enforcement legislation,” Westlaw Journal November 2017 (with Maral Arslanian).
- “Senate Democrats Introduce “Better Deal” Antitrust Enforcement Legislation,” Akin Gump Policy Alert, September 15, 2017.

- “House Committee on Appropriations Announces Subcommittee Deadlines for FY 2018 Submissions,” Akin Gump Policy Alert, March 7, 2017.
- “President Obama Signs the Frank R. Lautenberg Chemical Safety For the 21st Century Act,” Westlaw Journal Environmental August 3, 2016.
- “President Obama Signs the Frank R. Lautenberg Chemical Safety for the 21st Century Act,” Akin Gump Environment Alert, June 22, 2016.
- “FAA to Release Final Rule for Commercial Small Unmanned Aerial Systems (UAS) Operations; More Work Will Remain,” Akin Gump Policy Alert, June 20, 2016.
- “The Defend Trade Secrets Act of 2016: Trade Secrets Receive Uniform Federal Protection,” Akin Gump Labor and Employment Alert, May 20, 2016.
- “New Trade Secret Protections to Become Law,” Akin Gump Policy Alert, April 28, 2016.
- “Cybersecurity Information Sharing Legislation Passes in Omnibus,” Akin Gump Cybersecurity, Privacy & Data Protection Alert, December 22, 2015.
- “Communications and Technology 2015 Forecast,” Akin Gump Communications and Information Technology Alert, February 9, 2015.
- “VA Health Reform: New Opportunities for Providers,” Akin Gump Policy Alert, November 11, 2014.
- “House Judiciary Committee Acts to Harmonize Antitrust Review Standards and Processes,” Akin Gump Policy Alert, September 12, 2014.



## Arshi Siddiqui

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### Key Experience

- Proven record of helping corporate and nonprofit clients achieve their public policy goals and strengthening their brands in Washington.
- Extensive experience in building and managing bipartisan teams and coalitions to deliver tangible results.
- Strategic, substantive and political know-how derived from working for the Speaker of the House, navigating the Ways and Means Committee, and various political campaigns.

### Practice

Arshi is consistently sought out for her ability to navigate high-stakes challenges facing Fortune 500 companies. Drawing upon more than 20 years of public- and private-sector experience, Arshi's practice focuses on synthesizing policy and politics into successful federal strategies on a wide range of matters, including tax, technology, international trade, entertainment, telecommunications, and health care.

Before joining Akin Gump in 2010, Arshi served as senior advisor and counsel to House Speaker Nancy Pelosi (D-CA). During her time in the Speaker's office, Arshi worked on tax, international trade, innovation, health care, financial services and retirement issues. She worked closely with the relevant committees, House and Senate leadership, the administration and individual members of Congress to advance legislation on high-priority issues.

Earlier in her career, Arshi worked on Capitol Hill as Ways and Means counsel to Congressman Xavier Becerra (D-CA) and policy advisor to Congresswoman Eva Clayton (D-NC). She also worked on a number of federal campaigns, in addition to her time as an associate in private practice.

### Public Service and Affiliations

- Former Senior Policy Advisor and Counsel to House Speaker Nancy Pelosi (D-CA).
- Member, board of directors, Bryce Harlow Foundation.
- Member, board of directors, Bright Beginnings.

### Areas of Experience

- Public Law and Policy
- Communications, Media and Entertainment Policy
- Emerging Technologies
- Regulatory
- Tax Policy
- Crisis Management
- Coalitions and Associations
- Health Policy and Legislation

### Education

J.D., Georgetown University Law Center, 1997

### Bar Admissions

California

District of Columbia

## Recognition

- *Chambers USA*, Government Relations, 2020.
- *The Hill*, Top Lobbyist, 2016 to 2020
- *The Legal 500 US*, Government Relations, 2019 to 2020.
- *Washington Business Journal*, Minority Business Leader Award.

## Publications

- "FDA Submits Report on CBD Sampling Study to Congress," Akin Gump Food and Drug Law Alert, July 9, 2020.
- "Outlook of Congress' "Phase 4" COVID-19 Stimulus Package," Akin Gump Policy Alert, April 3, 2020.
- "The Last Straw? Recent Actions and Outlook for Single-Use Plastics," Akin Gump Policy Alert, March 6, 2020.
- "FDA Submits Progress Report on Policy Development Related to CBD Products," Akin Gump Food and Drug Law Alert, March 6, 2020.
- "FDA Explains Current Thinking on CBD and Issues Targeted Warning Letters," Akin Gump Health Industry Alert, December 2, 2019.
- "2018 Midterm Elections: Analysis and Outlook for the 116th Congress," Akin Gump Policy Alert, November 15, 2018.
- "Despite a divided government, the next Congress will provide opportunities for cooperation," *The Hill* November 14, 2018.
- "2018 Midterm Elections: Outlook & Key Race Analysis," Akin Gump Policy Alert, October 23, 2018.
- "2018 Midterm Elections: Precedents & Outlook," Akin Gump Policy Alert, August 21, 2018.
- "Top 10 Topics for Directors in 2018," December 13, 2017.
- "Tax Outlook for 2016," Akin Gump Client Alert, January 28, 2016.
- "The Emerging Fall Fiscal Cliff," *Law360* September 10, 2015.
- "Tax Policy Update: The Emerging Fall Fiscal Cliff," Akin Gump Tax Alert, September 9, 2015.
- "Communications and Technology 2015 Forecast," Akin Gump Communications and Information Technology Alert, February 9, 2015.
- "The Year Ahead in Tax Policy: Recurrent Issues in a New Congress," Akin Gump Policy Alert, January 16, 2015.
- "The Prospects for Corporate Tax Reform," Akin Gump Policy Alert, October 27, 2014.



## Geoffrey K. Verhoff

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### Key Experience

- Advises clients on legislative and regulatory matters at state, federal and international levels.
- Leads industry and ideological coalitions.
- Heads the Republican National Committee's (RNC) Finance Committee as Vice Chairman.
- Speaks to national and international audiences on American politics and U.S. policy.

### Practice

Geoff Verhoff develops, implements and manages targeted strategies to further the interests of his clients. He advises on a wide range of legislative and regulatory matters at state, federal and international levels. Geoff has successfully managed coalitions and large projects focused on advocacy, strategic communications, and grassroots development and outreach. His practice focuses on leveraging the intersection of politics and policy.

Geoff combines his political and policy experience in creative ways that lead to significant achievements for his clients and Congress. In 2015, he managed a coalition of key influencers to assist with the passage of the Medicare Access and CHIP Reauthorization Act of 2015 (MACRA), which rescinded the formula known as the "doc fix," an unsustainable policy dating back to 2003. He led a similar effort that significantly contributed to the passage of the Puerto Rico Oversight, Management and Economic Stability Act (PROMESA) legislation, which gave Puerto Rico the necessary tools to restructure its debt.

Geoff worked for Sen. William V. Roth Jr. (R-DE), who served as chairman of the Senate Finance Committee, during the last three years of the Senator's career. Following that, he joined the RNC's finance team that supported President George W. Bush's successful re-election campaign. He was extensively involved in the past five presidential campaigns as well as numerous House, Senate and third-party efforts.

### Representative Work

- Secured funding in the 2018 Farm Bill for a federal research initiative focused on saving a key domestic agricultural commodity.
- Manages a coalition on patent reform.

### Areas of Experience

- Regulatory
- Public Law and Policy
- U.S. Territories and Freely Associated States
- Aerospace and Defense
- National Security
- Complex or Controversial Projects
- Infrastructure and Transportation
- Universities and Colleges
- Supply Chain Domestication
- Sovereign and Government Investors
- Africa

### Education

M.P.P., George Mason University, 2007

B.A., Catholic University of America, *cum laude*, 2003

- Successfully secured a tax provision to help the citrus industry in the Tax Cuts and Jobs Act.
- Led efforts on tribal tax issues culminating in the successful passage of the only original tax bill approved in the 113th Congress.
- Represents foreign sovereigns on international trade, tax and development matters.
- Raised tens of millions of dollars for Republican candidates and causes.

## Speeches

- Panelist, "Protect This House – Preparing for the CCPA and Recent Developments in Privacy Policy and Litigation," Akin Gump CLE Program, May 30, 2019.

## Public Service and Affiliations

- Vice chair, RNC Finance Committee, 2017-2021.
- President's Advisory Committee on the Arts, John F. Kennedy Center for the Performing Arts.
- Knight, The Equestrian Order of the Holy Sepulchre of Jerusalem.

## Recognition

- The Hill, top lobbyist, 2017 – 2020.

## Publications

- "Republicans need to tell themselves some hard truths in the late Trump era," Washington Examiner January 12, 2021.
- "New Paycheck Protection Program Flexibilities and Funding," Akin Gump COVID-19 Policy Update, December 30, 2020.
- "Senate Clears House-Passed PPP Reform Bill, Sends Measure to President Trump's Desk," Akin Gump COVID-19 Policy Update, June 5, 2020.
- "The Paycheck Protection Program: New Stimulus Package Contains Forgivable Emergency Loan Program For Certain Firms," Akin Gump Investment Management Alert, March 30, 2020.
- "Latest Opportunity Zone Rules Clarify Issues Related to Fund Structuring, Qualifying Businesses and Business Property," Akin Gump Tax Alert, May 24, 2019.
- "2018 Midterm Elections: Analysis and Outlook for the 116th Congress," Akin Gump Policy Alert, November 15, 2018.
- "Don't want Justice Brett Kavanaugh? Blame Harry Reid," October 5, 2018.

- “Latest Opportunity Zone Rules Significantly Expand Types of Qualifying Investments,” Akin Gump Tax Alert, May 6, 2019.





## Jose Borjon

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### Key Experience

- Practice includes a broad portfolio, including trade, energy, financial services and other issue areas.
- Assists clients with shaping narratives, branding and crisis management.
- Experienced Capitol Hill veteran, most recently serving as chief of staff to Rep. Vicente Gonzalez (D-TX).
- Served in senior strategy, communications and media relations roles for members in the Congressional Hispanic Caucus.

### Practice

With 12 years of experience on Capitol Hill, Jose Borjon has established a reputation for effective problem solving. Jose assists clients with political strategy and messaging, crisis management and communication concerning sensitive issues.

Prior to Akin Gump, Jose worked closely with Democratic members in the Texas delegation and the Congressional Hispanic Caucus, working on issues related to U.S.-Latin America relations, homeland security, trade, telecommunications, immigration, transportation and infrastructure, energy, armed services and agriculture, among others. Most recently, Jose served as chief of staff to Rep. Vicente Gonzalez (D-TX), the chair of the Oil and Gas Caucus and a member of the House Financial Services Committee, assisting with policy, media relations and political strategy and managing day-to-day operations and staff both in Washington, D.C. and Texas. Prior to that, he served as senior adviser for Rep. Filemon Vela (D-TX); communications director for former Rep. Pete Gallego (D-TX); director of media relations, strategy and communications for former Rep. Silvestre Reyes (D-TX); press secretary for Rep. Henry Cuellar (D-TX); and communications director for former Rep. Solomon Ortiz (D-TX).

Through his work on behalf of House members, Jose engaged with a number of caucuses, including the Congressional Hispanic Caucus, House Democratic Caucus, Oil & Gas Caucus and the Border Caucus, among others.

Jose also worked in the private sector as a senior associate at Comunicad, a public relations firm that works with Fortune 500 companies; as a marketing and communications coordinator at The University of Texas Rio Grande Valley; and as a reporter with *The*

### Areas of Experience

- Public Law and Policy
- Financial Services Policy
- Crisis Management
- Immigration Law and Policy
- International Trade Policy
- Communications, Media and Entertainment Policy
- National Security and Defense Policy
- North America
- Latin America

### Education

B.A., The University of Texas Rio Grande Valley, 2008

*Brownsville Herald*, *Valley Morning Star* and *McAllen Monitor*, focusing on the political, and crime and court, beats.

While in college, Jose was editor-in-chief of *The Collegian* and taught English as a second language in China.

## Public Service and Affiliations

- Chief of staff, Rep. Vicente Gonzalez (D-TX) (2017-2021).
- Senior adviser, Rep. Filemon Vela (D-TX) (2014-2017).
- Communications director, former Rep. Pete Gallego (D-TX) (2013-2015).
- Director of media relations, strategy and communications, former Rep. Silvestre Reyes (D-TX) (2011-2013).
- Press secretary, Rep. Henry Cuellar (D-TX) (2011).
- Communications director, former Rep. Solomon Ortiz (D-TX) (2009-2011).
- Former member, Congressional Hispanic Staff Association.
- Former member, National Association of Hispanic Journalists.

## Languages

Spanish

Mandarin



## Virgil A. Miller

Senior Policy Advisor  
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### Key Experience

- Served as Chief of Staff to Rep. Cedric L. Richmond (D-LA), former Assistant to the Majority Whip and former Chairman of the Congressional Black Caucus (CBC).
- Has broad experience with issues before the House Energy and Commerce, Homeland Security and Judiciary committees, with an emphasis on health care.
- Strong relationships with House Leadership and members of the Congressional Black Caucus and New Democrat Coalition.

### Practice

Virgil Miller served for nearly 13 years in the U.S. House of Representatives, most recently as the Chief of Staff for Rep. Cedric L. Richmond (D-LA), former Assistant to the Majority Whip and former Chairman of the CBC. Virgil served as liaison between Rep. Richmond and two presidential administrations, including all federal agencies. In addition, he coordinated Rep. Richmond's activities with congressional leadership and House committee offices, earning a high level of respect by members of Congress and many others in Washington, on both sides of the political aisle. He was instrumental in developing the strategy for successful passage of multiple bills in the House pertaining to job creation, cybersecurity, energy, flood protection, disaster recovery, critical infrastructure protection and nuclear global detection.

Before joining Rep. Richmond's office, Virgil spent four years as professional staff member for the Committee on Energy and Commerce and health policy advisor to Chairman John Dingell (D-MI). He played a key role in drafting and negotiating the passage of some of the most consequential health and safety policy of the last 15 years, including the Affordable Care Act, the Food Safety Enhancement Act, the Family Smoking Prevention and Tobacco Control Act, the Food and Drug Administration Amendments Act of 2007 and the Ryan Haight Online Pharmacy Consumer Protection Act of 2008.

Earlier in his career, Virgil was a health policy fellow in the office of Rep. Edolphus Towns (D-NY). In that role, he assisted in developing and advancing the congressman's health policy agenda, including reauthorization of the National Institutes of Health, reduction of childhood obesity, expansion of the State Children's Health Insurance Program and medical device safety.

### Areas of Experience

- Public Law and Policy
- Health Care and Life Sciences
- Health Policy and Legislation
- Food, Drug and Device Practice
- North America

### Education

M.P.H., Florida Agricultural & Mechanical University, 2005

B.S., Florida Agricultural & Mechanical University, 2003

## Public Service and Affiliations

- Board of Directors, Washington Government Relations Group.
- Board Member, Priorities USA.
- Chief of Staff to Rep. Cedric L. Richmond (D-LA), 2011-2019.
- Health Policy Advisor, Office of Rep. John D. Dingell (D-MI), 2009-2011.
- Professional Staff Member, House Committee on Energy and Commerce, 2007-2011.
- Health Policy Fellow, Office of Rep. Edolphus Towns (D-NY), 2006-2007.

## Recognition

- National Minority Quality Forum, 40 Under 40 Leaders in Health Award winner, 2020.
- Recipient of the 2014 Congressional Black Caucus Foundation, Inc. Alumni Award.
- Recipient of the 2008 CBC Health Braintrust Staff Leadership Award.

# Locations

## 95+

COUNTRIES WHERE WE  
HANDLE MATTERS

## 20

OFFICES AROUND THE WORLD

## 110+

COUNTRIES ARE HOME  
TO OUR CLIENTS

### Abu Dhabi

Abu Dhabi Global Market Square  
Al Sila Tower, 21st Floor  
P.O. Box 55069  
Abu Dhabi, United Arab Emirates  
+971 2.406.8500

### Beijing

Unit 401 North Tower  
Beijing Kerry Centre  
1 Guanghua Road  
Chaoyang District  
Beijing 100020, China  
+86 10.8567.2200

### Dallas

2300 N. Field Street  
Suite 1800  
Dallas, TX 75201-2481  
+1 214.969.2800

### Dubai

ICD Brookfield Place, Level 10  
Al Mustaqbal Street  
Dubai International Financial Centre  
P. O. Box 120109  
Dubai, United Arab Emirates  
+971 4.317.3000

### Fort Worth

201 Main Street  
Suite 1600  
Fort Worth, TX 76102  
+1 817.886.5060

### Frankfurt

OpennTurm  
Bockenheimer Landstraße 2-4  
60306 Frankfurt/Main, Germany  
+49 69.677766.0

### Geneva

54 Quai Gustave Ador  
1207 Geneva, Switzerland  
+41 22.888.2000

### Hartford

65 Memorial Road  
Suite C340  
West Hartford, CT 06107-2434  
+1 860.263.2930

### Hong Kong

Units 1801-08 & 10  
18th Floor Gloucester Tower  
The Landmark  
15 Queen's Road Central Central, Hong Kong  
+852 3694.3000

### Houston

1111 Louisiana Street  
44th Floor  
Houston, TX 77002-5200  
+1 713.220.5800

### Irvine

4 Park Plaza  
Suite 1900  
Irvine, CA 92614-2585  
+1 949.885.4100

### London

Ten Bishops Square  
Eighth Floor  
London, E1 6EG United Kingdom  
+44 20.7012.9600

### Los Angeles

1999 Avenue of the Stars  
Suite 600  
Los Angeles, CA 90067-6022  
+1 310.229.1000

### Moscow

Geneva House  
7 Petrovka Street  
Moscow 107031  
Russian Federation  
+7 495.783.7700

### New York

One Bryant Park  
Bank of America Tower  
New York, NY 10036-6745  
+1 212.872.1000

### Philadelphia

Two Commerce Square  
2001 Market Street  
Suite 4100  
Philadelphia, PA 19103-7013  
+1 215.965.1200

### San Antonio

112 E. Pecan Street  
Suite 1010  
San Antonio, TX 78205-1512  
+1 210.281.7000

### San Francisco

580 California Street  
Suite 1500  
San Francisco, CA 94104-1036  
+1 415.765.9500

### Singapore

2 Shenton Way  
#16-01 SGX Centre 1  
Singapore 068804  
+65 6579.9000

### Washington, D.C.

Robert S. Strauss Tower  
2001 K Street, N.W.  
Washington, DC 20006-1037  
+1 202.887.4000

## Akin Gump

STRAUSS HAUER & FELD LLP

Akin Gump Strauss Hauer & Feld LLP is a leading global law firm providing innovative legal services and business solutions to individuals and institutions. Founded in 1945 by Richard Gump and Robert Strauss with the guiding vision that commitment, excellence and integrity would drive its success, the firm focuses on building lasting and mutually beneficial relationships with its clients. Our firm's clients range from individuals to corporations and nations. We offer clients a broad-spectrum approach, with over 85 practices that range from traditional strengths such as appellate, corporate and public policy to 21st century concentrations such as climate change, intellectual property litigation and national security.

[akingump.com](http://akingump.com)

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# Akin Gump's Requested Variances



# Variances

Below are the variances requested by Akin Gump, which are highlighted below. In addition:

- Akin Gump is unable list the City as an additional insured on the firm's Professional Indemnity, and we are requesting this exception where this requirement appears, including in Special Terms and Conditions, Section 2.25 Insurance Requirements, under Insurance Certificate Requirements, subsection f; and General Conditions, Section 4.02.
- Akin Gump does not have the ability to accept credit card payments; however, should we win this engagement, we will work with the City on an acceptable alternative payment method.

## Sample Contract Template

### 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, and 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 negligent 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.

### 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. ~~For avoidance of doubt, Contractor may maintain a copy of its work produce for its own recordkeeping.~~

## General Conditions

### 4.02 INSURANCE

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~~ The Bidder shall give 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.



**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](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.**

**Susan Lent**  
Authorized Signature

**Partner**  
Title

**Susan Lent**  
Name (Printed)

**August 12, 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

**Akin Gump Strauss Hauer & Feld LLP**

Company Name

**Susan Lent**

Name (Printed)

**Susan Lent**

Signature

**August 12, 2021**

Date

**Partner**

Title

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No: **12522-715**

Project Description: **Federal Legislative and Executive Branch Representative Services RFP**

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: **Akin Gump Strauss Hauer & Feld LLP**

Authorized Company Person's Signature: **Susan Lent**

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

Date: **August 12, 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](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 <b>Class 1</b> 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 <b>Class 2</b> 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 <b>Class 3</b> 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 <b>Class 4</b> 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 <b>Conditional Class 1</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.   |
| (6) | (Business Name) | requests a <b>Conditional Class 2</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: **Akin Gump Strauss Hauer & Feld LLP**

AUTHORIZED PERSON:	COMPANY	<b>Susan Lent</b>	<b>Susan Lent</b>	<b>August 12, 2021</b>
		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](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 <b>Class A</b> 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 <b>Class B</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 <b>Class C</b> 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) | <b>Akin Gump Strauss Hauer &amp; Feld<br/>LLP</b><br>(Business Name) | is a <b>Class D</b> 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 <b>Conditional Class A</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.   |
| (6) | (Business Name)  | requests a <b>Conditional Class B</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: **Akin Gump Strauss Hauer & Feld LLP**

AUTHORIZED PERSON:	COMPANY	<b>Susan Lent</b>	<b>Susan Lent</b>	<b>August 12, 2021</b>
		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.

**Susan Lent**  
Authorized Signature

**Susan Lent, Partner**  
Print Name and Title

**August 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](http://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) **Akin Gump Strauss Hauer & Feld LLP** (Optional): **75-1338644**

Address: **Robert S. Strauss Tower, 2001 K Street, N.W.**

City: **Washington State** DC Zip: **20006**

Telephone No.: **202.887.4000** FAX No.: **202.887.4288** Email: **washdcinfo@akingump.com**

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>
<b>1</b>	<b>08/13/2021</b>	<b>2</b>	<b>08/18/2021</b>	<b>3</b>	<b>08/17/2021</b>

**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.**

**Please see the attached document for our requested variances. We are requesting variances in the following paragraphs: A and I in the Sample Contract Template; and 4.02 in General Conditions. In addition, Akin Gump is unable list the City as an additional insured on the firm's Professional Indemnity, and we are requesting this exception where this requirement appears, including in Special Terms and Conditions, Section 2.25 Insurance Requirements, under Insurance Certificate Requirements, subsection f; and General Conditions, Section 4.02. Akin Gump does not have the ability to accept credit card payments; however, should we win this engagement, we will work with the City on an acceptable alternative payment method.**

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:

**Susan Lent**  
Name (printed)

**Susan Lent**  
Signature

**August 18, 2021**  
Date

**Partner**  
Title

Revised 4/28/2020

## 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

AKIN GUMP STRAUS HAUER & FELD LLP

Company Name

SUSAN H. LENT

Name (Printed)

*Susan H. Lent*

Signature

11/05/2021

Date

PARTNER

Title