REQUEST FOR PROPOSALS

STATE LOBBYING SERVICES

RFP NO. 2016-47

The Town of Miami Lakes Council:

Mayor Michael A. Pizzi, Jr.
Vice Mayor Timothy Daubert
Councilmember Manny Cid
Councilmember Tony Lama
Councilmember Ceasar Mestre
Councilmember Frank Mingo
Councilmember Nelson Rodriguez

Alex Rey, Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

DATE ISSUED: **September 12, 2016**

CLOSING DATE: **11:00 AM EST on October 5, 2016**

Request for Proposals No. 2016-47

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SECTION 1

NOTICE TO PROPOSERS

Town of Miami Lakes

State Lobbying Services
RFP 2016-47

The Town of Miami Lakes, Florida, (the "Town") is accepting sealed proposals from qualified respondents to provide State Lobbying ("Services"). Proposals must be submitted in the form of one (1) original and five (5) copies of the Response, plus one (1) CD-ROM or flash drive copy of the complete Proposal in .pdf format, and **must** be received by the Town Clerk, 6601 Main Street, Miami Lakes, Florida 33014 **by no later than 11:00 A.M. on October 5, 2016**.

Copies of the RFP, including all related documents can be obtained by visiting the Town's website at http://www.miamilakes-fl.gov/, and selecting "Contractual Opportunities" or on DemandStar. All inquiries regarding this RFP must be directed to the Procurement Division via e-mail at procurement@miamilakes-fl.gov.

The Scope of Work for State Lobbying Services includes but is not limited to, being proactive in monitoring, taking positions and lobbying on state budgeting and legislation which impacts the Town, particularly in the areas of public safety, law enforcement, business attraction and retention, infrastructure improvements, telecommunications, transportation, environmental, park development, park land acquisition, revenue enhancement, and unfunded mandates.

The FY 2016-17 Proposed Budget for annual lobbyist services is approximately $48,000. The Town expects Proposers to factor the budget into their response.

The Proposer may consist of a single individual, one company, or a group of more than one firm ("Team") who have entered into a Teaming Agreement. The lead firm in a Team must meet a minimum of five (5) years' direct experience providing State representation on issues and objectives common to municipal clients similar in governance to the Town. Refer to Section 4.5 of the RFP for the complete Minimum Qualification Requirements which Proposers must meet to be considered for an award under this RFP.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. Failure to comply with the "Cone of Silence may result in the rejection of a Response. For additional information concerning the "Cone of Silence please refer to Section *2-11.1 of Miami Dade County Code.*

SECTION 2 – SUBMISSION OF A RESPONSE

2.1 Submittal Requirements

Proposers submitting a response ("Response") to this Request for Proposals ("RFP") must submit both a Technical Response and a separate Price Response based on the requirements set forth in the RFP.

Sealed written Responses must be received by the Town of Miami Lakes; Town Clerk's Office, no later than the date, time and at the location indicated in Section 1 of the RFP, in order to be considered responsive. Faxed or e-mail Responses are **not** acceptable, and will not be considered. **Responses received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive and shall not be considered.**

Only one (1) Response from an individual, firm, partnership, corporation, business entity, Team or Team member will be considered in response to this RFP. Should it appear to the Town that any Proposer is interested in more than one (1) Proposal, all Proposals in which such Proposer is interested will be rejected.

One (1) original and five (5) copies of the Response, plus one (1) copy of the complete Response in digital form (on CD-ROM or flash drive in .pdf format as stated in Section 1, must be timely received by the Town or your Response may be disqualified.

2.2 Additional Information or Clarification

Requests for additional information or clarifications **must** be made in writing. Proposers **must** e-mail their requests for additional information or clarifications ("RFI") in accordance with "Cone of Silence" and contact information provided in Section 1. Any request for additional information or clarification must be received ten days prior to the Response Submission Date.

The Town may issue responses to inquiries and any other corrections or amendments it deems necessary in written addendum, which will be issued prior to the Response Submission Date. The Town may not issue a response to all RFI submittals. Proposers should not rely on any oral or written representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

Addendum(s) will only be made available on the Town's website and on DemandStar. It is the Proposer's sole responsibility to ensure receipt of all addenda. Prior to submitting the Response, the Proposer should check the Town's website identified in Section 1 for any addendum.

2.3 Agreement

The Town anticipates awarding a contract for a three (3) year period with an option for an additional two (2) one-year periods, at the sole discretion of the Town. The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute an agreement ("Agreement") with the Town, a draft of which has been included as part of the RFP.

2.4 Fee

The Town reserves the right to negotiate the final fee should that be deemed in the best interest of the Town.

2.5 Award of an Agreement

The Town may make one or more awards under this RFP. An Agreement may be awarded to the Successful Proposer(s) for the Services by the Town Council, based upon the requirements contained in the RFP. A draft Agreement attached hereto as Exhibit 1 is hereby incorporated into and made a part of this RFP.

The Town may award an Agreement on the basis of the initial Response, without negotiations. As such, Proposer's Response should contain the Proposer's best terms from a technical and monetary standpoint.

The Town reserves the right to execute or not execute, as applicable, an Agreement with the selected Proposer, where it is determined to be in the Town's best interests. The Town does not represent that any award will be made.

2.6 Agreement Execution

Proposer by submission of its Response agrees to execute the Agreement in substantially the form provided herein. Without diminishing the foregoing, the Proposer may request clarifications and submit comments concerning the Agreement for the Town's consideration. The Town will only consider the comments and clarifications to the Agreement submitted with the Proposal.

Upon award of an Agreement, the contents of the Response of the Successful Proposer(s) may be included as part of the Agreement, at the Town's sole discretion.

Responses that are conditioned to mandatory additions, deletions or revisions to the Agreement's terms and conditions may be rejected as non-responsive.

2.7 Unauthorized Work

The Successful Proposer(s) shall not begin providing any Services until the Town executes the Agreement. Any unauthorized work performed by the Successful Proposer(s) shall be deemed non-compensable by the Town and Proposer will not have any recourse against the Town for performing unauthorized work.

2.8 Submittal Instructions

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers shall make the necessary entry in all blanks and forms provided for the Response.

Responses shall be submitted in sealed envelope(s) or package(s) with the name of the Proposer, RFP number, title, and opening date clearly noted on the outside of the envelope(s) or package(s).

2.9 Changes, Alterations and Withdrawal

Responses shall be valid and irrevocable for at least 90 days. Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the Town Clerk. Oral/Verbal modifications will not be allowed and will be disregarded. Written modifications will not be accepted after the Response Submission Deadline. Proposers shall not assign or otherwise transfer their Response. A transfer or assignment of the Response will result in the rejection of the Response as non-responsive.

2.10 Subconsultant(s)

Information relative to any Subconsultant(s) to be used in the performance of the Work shall be submitted as required by the RFP.

2.11 Multi-Firm Proposer

A Proposal may be submitted by a team of firms ("Team"). Any Proposal submitted by a Team must include a Teaming Agreement as stated in Section 5.1(2)(a)(iv).

2.12 Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the individual identified and in the manner prescribed in Section 1 of the RFP. Should it be necessary, the Town will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

2.13 Disqualification/Rejection of Responses

This RFP requires the use and submission of specific Town Forms. In addition, the RFP requires the submission of additional documents and information. These are requirements that must be met to be considered responsive. Failure to utilize the Town Forms and submit the required documents will result in the rejection of the Response as non-responsive and it will not be considered. Modification of, retyping, or any alterations to the Town Forms will result in the rejection of a Response as non-responsive.

The Town reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposals.

Throughout this RFP, the phrases "must" and "shall" will denote mandatory requirements. Any Response that does not meet the mandatory requirements is subject to immediate disqualification.

Any Proposer who submits in its Response any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration for award of the Agreement.

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods or services to the Town (including any agency or department of

the Town) or where the Town has an open or liquidated claim against a Proposer for monies owed the Town at the time of Proposal submission, or if a Proposer has been declared in default or abandoned a prior Town contract or agreement, or has been debarred by an federal, State of Florida, or Florida public entity within the past five (5) years will be rejected as non-responsive and shall not be considered for award.

The Town, in its sole discretion may reject all responses, specific Responses, portions of a Response where such action is determined based on the RFP or the best interest of the Town.

2.14 Proposer's Expenditures

Proposer understands and agrees that any expenditure it makes in preparation and submittal of Responses or in the performance of any services requested by the Town in connection with the Responses in response to this RFP are exclusively at the expense of the Proposer. The Town shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response, and/or anticipation of an award of a contract, and/or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded, and/or administrative or judicial proceedings resulting from the solicitation process.

2.15 Due Diligence

Proposer is solely responsible for performing all necessary investigations to inform themselves thoroughly as to all difficulties and issues involved in the completion of all Work required pursuant to the mandates and requirements of the RFP and the Agreement. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the Work as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Proposer to fulfill, in every detail, all of the requirements of the Agreement, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time

2.16 Execution of Response

The Proposal must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) <u>in blue ink</u> with a signature in full. When a Partnership is the Proposer, the Proposal shall be signed in the name of the firm by one or more of the partners. When a corporation is the Proposer, the officer signing shall set out the corporate name in full beneath which he/she shall sign his/her name, give title of his/her office and affix the corporate seal and shall be attested to by the Corporate Secretary or Assistant Secretary. Corporations must furnish documentation demonstrating the officer's authority to sign on behalf of the corporation. Partnerships must furnish also furnish documentation demonstrating the partner's authority to sign on behalf of the partnership.

Anyone signing the Response as agent must file with the Response legal evidence of signature authority. Proposers who are nonresident corporations shall furnish to the Town a duly certified copy of their permit to transact business in the State of Florida with the Response. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Response.

Failure to properly execute the Response may result in the Response being rejected as non-responsive.

Proposer understands that by submitting this RFP such submittal does not constitute an agreement or contract with the Proposer.

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SECTION 3 –SCOPE OF SERVICES

3.1 OVERVIEW

The Scope of Work for State Lobbying Services includes but is not limited to, being proactive in monitoring, taking positions and lobbying on state budgeting and legislation which impacts the Town, particularly in the areas of public safety, law enforcement, business attraction and retention, infrastructure improvements, telecommunications, transportation, environmental, park development, park land acquisition, revenue enhancement, and unfunded mandates.

The Town is concerned about the introduction and passage of legislation that may impact the Town. The Town needs to be aware of legislation that will benefit the Town and be proactive in supporting such legislation and obtaining its benefits. Conversely the Town is concerned about the introduction and passage of potentially harmful legislation that could affect its ability to exert local control, while protecting its local budget and mitigating the impacts of unfunded mandates. Constant review, management and lobbying the multitude of annual legislation are challenging tasks, especially when the language and the intent are often difficult to discern.

The Town has been able to meet many local public improvements needs through the appropriation of local revenues and/or the successful pursuit of federal and state funds. Monitoring and analysis by an experienced, informed and proactive state lobbying firm will help the Town develop a stronger, faster, and more effective legislative program to ensure its position is heard, understood, and considered before the State Legislature and State officials. The Town requires an aggressive approach to protect the interest of our residents and commercial businesses, and to successfully pursue, secure and maximize funds for local projects through State appropriations and competitive grant programs.

3.2 EXPECTATIONS OF CONSULTANT

The Town seeks to retain the services of a State Legislative Consultant. The successful Consultant shall agree to be available at all times upon reasonable request to meet with the Town Manager, Town Council, and others as specified to perform the Services including attending meetings with the Executive branch, Legislators, legislative staff on matters directly or indirectly affecting the Town. Ideal proposer will demonstrate the following:

- Ability to demonstrate that the specific staff assigned to the Town has considerable relevant experience with this type of work, and should emphasize their experience, working knowledge of the Town, regional and State of Florida issues.
- Possess or have continual and immediate access to legal and legislative expertise sufficient to execute all tasks and responsibilities in a thorough, competent and professional manner.
- Have a demonstrated and verifiable track record of being pro-active in monitoring and identifying state funding opportunities.
- Have established, longstanding and positive working relationships with members of the State Legislature and staff, as well as Committee and State agency staff.

Reference Section 4.5 for the Minimum Qualification Requirements.

3.3 SERVICES TO BE PROVIDED

The following list of Services is intended as a general guide and is not intended to be an exhaustive list of all Services required:

Monitoring

1. Review on a continuing basis all existing and proposed State of Florida policies, programs and legislation affecting the Town. Identify those issues that may directly or indirectly affect the Town or its citizens, and regularly inform the Town as to such matters, both orally and in writing including the benefits and any inverse impacts of prosed legislation.
2. Review legislative policy statements of other governments and lobbying groups for the purpose of identifying issues, which may either positively or negatively affect the Town.
3. Work closely with the Mayor, Town Council, Town Manager and staff in the coordination and development of the Town's legislative program from both long and short term perspectives, as well as legislative priorities. These issues may include: public safety, law enforcement, business attraction and retention, infrastructure improvements, transportation, environmental, affordable housing, economic development, revenue enhancement, grants, mandates and other issues.
4. Work with the Mayor, Town Manager and staff to develop special or general legislation in keeping with, or supportive of, the Town's adopted legislative program.
5. Develop and evaluate strategy for support, opposition or amendment of pending legislation.

Bill Tracking

1. Obtain and monitor all bills, resolutions, files, journals, histories, etc. that may have an impact on the legislative or regulatory interests of the Town.
2. As copies of any bills and any amendments that are determined to have an impact on the legislative and regulatory interests of the Town copies shall be forward to the Mayor, Town Council and the Town Manager.
3. Once legislative positions are established by the Town, required actions should be tracked and updated on a regular basis.
4. Prepare and submit reports that may include but not limited to: Personal briefings and information bulletins pertinent to any legislation, rules or regulations, and other State policies or programs that affect the Town and its citizens either directly or indirectly. Written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that the Mayor or Town staff may implement. A detailed written report on specific legislation and new requirements

affecting the Town shall be provided within a reasonable time period, not to exceed thirty days from the close of session.

5. Prepare and submit periodic written reports (at least weekly) during those months that the State of Florida Senate and House of Representatives are in session, on issues of interest or concern to the Town and monthly when they are not in session. Such information may include, but is not limited to action taken at interim committee meetings, rulemaking hearings, status of studies underway, and advance notice of legislation being proposed.

Legislative Advocacy

1. The Town's position on key legislative action shall be transmitted to members of the State Legislature and staff, including Committee staff through personal discussions with legislators, staff, committee consultants, and State agency representatives, and other interest groups.
2. Testify and lobby before the State of Florida Senate, House of Representatives, executive branch and cabinet as necessary on behalf of the Town during the annual legislative sessions, extended or special sessions(s), at legislative committee meetings agency hearings, rulemaking proceedings, and during floor debate in both houses of the State of Florida's government.
3. Send letters notifying appropriate officials and agencies of the Town's position and drafting announcements.
4. Upon request by the Town, assist the Town in coordinating applications and advocating for State of Florida grants. The consultant is not expected to prepare grant applications.
5. Design and implement a strategy, in consultation with the Town that raises the consciousness and awareness of issues related to the Town with legislative leaders and broadens and improves direct communication with Town officials with the legislative leadership.
6. Upon request, coordinate appointments/meetings between the Mayor or other Town staff, and appropriate State officials and legislators, including organizing agendas and meetings during Dade Days in Tallahassee.

State Budget Issues

1. Focus efforts supporting the Town's appropriation requests and legislative objectives during the final phases of legislative action on spending and authorization legislation, including coordinating meeting with relevant members of the legislature or staff in support of the Town's state objectives (as appropriate).

SECTION 4 – RFP TERMS AND CONDITIONS

4.1 Acceptance/Rejection

The Town reserves the right to accept or reject any or all Responses or to select the Proposer that, in the opinion of the Town, is in its best interest. The Town also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the Town, and who is not in a position to perform the requirements defined in this RFP. Further, the Town may waive informalities, technicalities, minor irregularities, and/or request new Responses for the services specified in this RFP and may, at its discretion, withdraw and/or re-advertise the RFP. All such actions taken shall be in accordance with the applicable sections of the Town Code and this RFP.

4.2 Legal Requirements

This RFP is subject to all applicable federal, state, county, Town and local laws, codes, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. By submitting a Response the Proposer certifies that it is has full knowledge of such laws, codes, and ordinances, and any lack of knowledge by the Proposer shall in no way be cause for relief from responsibility for compliance with these requirements.

4.3 Non-Appropriation of Funds

In the event that insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for this Project, then the Town, shall have the unqualified right to terminate the Agreements upon written notice to the Consultant, without any penalty or expense to the Town.

4.4 Business Tax Receipt Requirement

Proposer(s) shall meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended. Proposer(s) with a business location outside the Town of Miami Lakes shall meet the applicable local or County Business Tax Receipt or Occupational License requirements.

4.5 Minimum Qualification Requirements

Proposers must meet the following requirements in order to be considered eligible for award under this solicitation:

1. Have at least five (5) years of direct experience providing State representation on issues and objectives common to municipal clients similar in governance to the Town OR have served as a State Representative.
2. Proposer must provide references of at least three (3) clients that have contracted with it for the same or similar services within the last three (3) years, including at least one (1) client represented within Miami-Dade and Broward Counties.
3. Have no professional and/or ethical conflict with the Town’s interests.

The Proposer may consist of a single individual, one company, or a group of more than one firm ("Team") who have entered into a Teaming Agreement. The lead firm in a Team must meet the minimum five (5) years' experience.

4.6 Local Preference

This RFP is subject to the Local Business Preference as specified in Ordinance 09-115 of the Town Code.

4.7 Public Entity Crimes

Proposers must be in compliance with Section 287.133, Florida Statutes. Proposers shall submit Form PEC with their Response.

4.8 Review of Responses for Responsiveness

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one which meets the requirements of the RFP and is submitted in the format outlined in the RFP, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under Section 4 of the RFP may result in a rejection of the proposal as non-responsive.

4.9 Collusion

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any Town department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town may investigate any situations where collusion may have occurred and the Town reserves the right to reject any and all Responses where collusion may have occurred with or without conducting an investigation.

The Proposer shall include in its Response, in the applicable section of its Response, the Non-Collusive Affidavit, included in this RFP as Form RFP-NCA. Failure by the Proposer to submit this affidavit will result in the Response being deemed non-responsive. Should the Proposer fail to include the affidavit with its Response the Town may, at its sole discretion, allow a Proposer a specified period of time to submit the affidavit to the Town, after which time the Response the will be deemed non-responsive.

4.10 Clarifications

The Town reserves the right to make site visits to facilities where the vendor has completed an implementation of a comparable system, visit the Proposer's place(s) of business, to request clarifications of information submitted and to request or obtain any necessary supporting documentation or information of one or more Proposers, after the deadline for submission of Responses.

4.11 Key Personnel

Subsequent to submission of a Response and prior to award of an Agreement Key Personnel shall not be changed. Any changes in Key Personnel **will** result in the Response being rejected and not considered for award. By submitting its Response the Proposer is certifying that the key personnel shall be dedicated and available to the Town excluding where such personnel are no longer available due to attrition, turnover, or request by the Town.

4.12 Audit Rights and Records Retention

The Successful Proposer agrees to provide access at all reasonable times to the Town, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFP, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the RFP and any resulting Agreement for not less than three (3) years after the Town makes final payment, and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition shall result in the immediate termination of the Agreement (if awarded) by the Town.

4.13 Public Records

Proposer understands that the Response is a "public record, and the public shall have access to all documents and information pertaining to the Response and the RFP, subject to the provisions of Chapter 119, Florida Statutes. The Proposer, by submitting a Response, acknowledges that the Town may provide public access to and/or copies of all documents subject to disclosure under applicable law.

Proposer must claim the applicable exemptions to disclosure as provided by said Florida Statute in its Response by identifying the materials to be protected and the reason why such exclusion from public disclosure meets the requirement of Chapter 119, Florida Statutes, and is necessary and legal.

4.14 Conflict of Interest

Proposer shall complete Affidavit COI certifying that its Proposal is made independently of any assistance of participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town 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. Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

Failure by the Proposer to provide this Affidavit will result in the Response being deemed non-responsive.

4.15 Debarred/Suspended Vendors

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Response or contract with a public entity for the construction or repair of a public building. In addition, such entity or affiliate may not perform any work as a supplier, subcontractor, or consultant, or subconsultant under any contract with any public entity, and may not transact business with any public entity. Any Proposer who submits a Response that includes such an entity or affiliate shall be deemed non-responsible and the Response will not be considered.

4.16 Nondiscrimination

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

4.17 Contingent Fees

Proposer represents and warrants to the Town that it has not employed or retained any person or company to solicit or secure the award of an Agreement, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of an Agreement.

4.18 Assignment; Non-Transferability of Response

A Response shall not be assigned, transferred, purchased, or conveyed. A Proposer who is purchased by or merged with any other corporate entity during any stage of the Proposal process, through, to and including awarding of and execution of an Agreement, shall have its Response deemed non-responsive and shall not be considered or further considered for award.

4.19 Drug Free Workplace

Proposer that meets the requirements of Florida Statute 287.087 shall receive preference should a tie occur in the ranking of the Responses by the Evaluation Committee.

Should a tie in the ranking of Responses occur the tied Proposers shall be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

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SECTION 5 – INSTRUCTIONS FOR PREPARING A RESPONSE

Proposer's Response to this RFP must contain the following information and documents follow the instructions in its preparation. Failure to do so may deem your Response non-responsive. Non-responsive submittals will receive no further consideration.

5.1 Preparation Requirements

Each Response must contain the following documents and forms required by Section 5.1, each fully completed, and signed as required utilizing the same outline as provided in the RFP. Documents shall be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFP that has not been requested or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents not specifically required or requested, including, but not limited to; media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Response by the Evaluation Committee. If page limitations have been established for some of the responses any pages submitted in excess of the page limitations will be redacted or removed and not provided to the Evaluation Committee for consideration during the evaluation process. The font size and type for Town Forms are set and shall not be changed. Proposer shall use the font style Calibri, Times New Roman, or Arial, with a font size of 11 or 12 for any other information or documents to be submitted.

Hard cover binders should not to be used in the submission of the Response. Heavy stock paper, not exceeding 100#, should be used for the front and back covers, as well as the requested section dividers. Proposers should also make every effort to utilize recycled paper in preparing its Proposal. Double sided printing is permitted provided that the Response complies with the format set forth in this Section of the RFP.

NOTE: The response to the compensation portion of the RFP is to be submitted in a separate sealed envelope. Failure to submit the compensation in a separate envelope may result in the Proposal being rejected as non-responsive.

Following the same format as outlined below the Proposer shall provide the following as part of its submission:

1. Complete Exhibit 2, Questionnaire.
2. Describe your firm's qualifications for providing State Legislative Lobbying Services. Include the following information in the response:
    a. The overall capabilities, qualifications, training and areas of expertise for each of the partners/principals and associates that may be assigned to work with the Town, including but not limited to:

i. Provide a list of individual(s) who will be providing the Services required under the Agreement and indicate the function that each will perform. Include a biography for each designated individual. List all circumstances in which the Town would be working with someone not designated.

ii. The Proposer shall provide a single manager/team leader to be accountable and responsible for all Services provided by the Consultant and for all interactions between the Consultant and the Town Manager or Town designated representative.

iii. Where a Team is submitting the Proposal documentation must be submitted with the Proposal to substantiate the creation of the Team.

iv. Where multiple firms have entered into an agreement to for a Team a copy of the Teaming Agreement must be submitted with the Proposal. The Teaming Agreement must clearly identify the roles and responsibilities of each of the firms and key personnel comprising the Team and must clearly identify the reporting structure utilizing a Table of Organization.

b. Subconsultants/Team

i. Provide the name, address, contact person, telephone number, and email address for each Subconsultant or Team member <u>(Refer to previous definition of Team).</u>

- Explain areas of expertise and why they were selected as a Subconsultant/Team member.
- Explain the Services each Subconsultant/Team member will provide under the Agreement.
- Explain the reporting structure and provide a Table of Organization reflecting the reporting structure.

c. Current Practices/Conflicts of Interest

i. List any political contributions of money, in-kind services, or loans made to any member of a Town/City/County Council, State Legislator, or similar individual or entity within the last three (3) years by the Proposer.

ii. List all public clients for which you or your firm previously provided services for over the last five years.

iii. List all current or former clients residing in, having an interest in a business or owning an interest in property within the Town of Miami Lakes within the past three (3) years.

iv. Explain any experiences that the Proposer has with its Subconsultants or the Team members have in working together on lobbying services of similar nature.

v. Explain any experiences that the Key Staff have in working together on lobbying services of similar nature.

vi. Provide a sample grants alert notification, monthly activities tracking memo/report and any other materials which demonstrate how the Proposer keeps clients regularly updated, with confidential information redacted.

d. Professional Experience

i. Provide a list of other Florida cities or counties your firm has represented. Include contact information for point of contact and years your firm has represented those entities.

ii. Describe your firm's existing relationship(s) with State of Florida Local Legislative Delegation and with other key legislators and support staff.

iii. Describe the scope and extent of any specialized expertise in any area or issue, including but not limited to Transportation, Human Services , State Budget/appropriations, Land Use, Public Safety, Water Resources, Environment, general Urban Issues, Education and Children, etc. Identify current or past public entity client for which you have provided such services with examples.

iv. Provide suggestions for funding and policy areas that may be beneficial for the Town to pursue.

v. Provide information relating to industry ratings or special recognition received by the Proposer for lobbying representation services, if applicable.

e. Professional References

i. Provide three (3) references for the Key Staff recommended to provide the Services. Include the name of address, name of entity, address, work telephone number, and email address for each reference.

ii. Provide three (3) references for the Proposer and each Subconsultant. If the Proposer is made up of multiple business entities three (3) references must be provided for each entity.

3. Compensation **(The response to Compensation Form PP is to be submitted in a separate sealed envelope)**

The Town expects the Proposer to provide Basic Services under a fixed monthly retainer and additional services will be negotiated on an as needed basis. The fee shall include all costs related to providing the Services, as more fully detailed in the Agreement.

The Town, at its sole discretion, may negotiate the monthly retainer once the selection has been made by the Town Manager.

i. Evaluation of Price Proposal

The Price Proposal will be evaluated in the following manner:

a. <u>The price points will be allocated based on Proposer's monthly retainer amount per Form PP.</u>

b. Every other Response will be given points proportionally in relation to the lowest monthly retainer amount. This point total will be calculated by dividing the lowest monthly retainer amount by the monthly retainer amount being evaluated. The result being multiplied by the maximum weight for the price for the Phase to arrive as a cost score of less than the full score for price.

<u>Example</u>:

Lowest Monthly Retainer Amount		Total Points	
Proposer's Monthly Retainer Amount	**X**	for Price	= Price Score

Lowest Bid for Section A is $1,000

Your Bid for Section A is $1,500

Suppose the maximum points for the Price criterion is 10 points. Your Price Score would be 0.67 multiplied by 10 points, which produces a Price Score of 6.6 points.

Failure of the Proposer to provide all of the required pricing detail shall be cause for rejection of the Response as non-responsive.

4. Form of Agreement

   a. Proposer shall include any comments related to the Town's form Agreement included as part of the RFP.

5. Required Forms – Completed and Executed by Proposer.

5.2 <u>Evaluation Procedures</u>

The procedure for response evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Proposals.
3. Preliminary review of the Proposals by Town staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
4. Review by Town Staff to confirm that the Proposer is qualified to render the required services according to State regulations.
5. The Selection Committee, appointed by the Town Manager, shall meet to evaluate each responsive Proposal in accordance with the requirements of the RFP. At the Committee's option, the Proposers may be required to attend a presentation and/or interview session. The Selection Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to a presentation and/or interview session.

Note: Proposers shall not have any contact with or submit any information directly to members of the Selection Committee.

6. The Selection Committee forwards its recommendation of the most qualified Proposer to the Town Manager inclusive of the ranking of the Responses.
7. The Town Manager shall review the Selection Committee's recommendation and make a recommendation to the Town Council for award, reject all Responses, or return the recommendation to the Selection Committee for reconsideration. In the event of a tie the recommendation of the Town Manager shall control. The Town Manager may submit a recommended firm or "short list" of a combination of a recommended firm and the "short list" to the Town Council.
8. The Town Manager may attempt to negotiate an Agreement with the most qualified Proposer.
9. The Town Council shall make the final award.
10. If the Town Manager or designee is unsuccessful in negotiating an Agreement with the highest ranked firm Town Manager or designee will attempt to negotiate an Agreement with the next highest ranked firm and so on.

5.3 Evaluation Criteria

Responses shall be evaluated according to the following criteria and respective weight:

➢ Proposer's Qualifications, Experience of Firm, References	Maximum 25 points
➢ Understanding of Community Needs	Maximum 10 points
➢ Qualifications and Experience of Personnel Assigned to the Town	Maximum 15 points
➢ Price Proposal	Maximum 50 points

Maximum Total Points = 100

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT 1

AGREEMENT

Included as a separate attachment available for download on the Town's website by visiting www.miamilakes-fl.gov and selecting "Contractual Opportunities" or on DemandStar.

EXHIBIT 2

QUESTIONNAIRE & REQUIRED FORMS

RFP 2016-47 Questionnaire

Proposer's Name: _____

Principal Office Address: _____

_____

Official Representative: _____

Circle One: Individual Partnership Corporation

When Incorporated: _____ In What State: _____

FEIN/EIN Number: _____

Date registered to conduct business in the State of Florida _____

<u>If a Corporation:</u>

President's Name:_____

Vice President's Name: _____

Treasurer's Name:_____

Members of Board of Directors (use additional page(s) if necessary):

_____ _____ _____

<u>If a Partnership:</u>

Date of Organization: _____

General or Limited Partnership:*: _____

Name and Address of each Partner:

Name Address

a. _____

b. _____

c. _____

*Designate general partners in Limited Partnership

1. Number of years providing government lobbying services: _____
   a. Number of years providing State of Florida Legislative lobbying services: _____
   b. Number of years providing Miami-Dade County lobbying services: _____
2. Have any similar agreements held by the Proposer for similar services ever been cancelled or terminated for reasons other than the public entity not budgeting funds:

   Yes ( ) No ( )

   If yes, provide details on a separate sheet.

3. Has the Proposer or any of its principals failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

   If yes, provide details on a separate sheet.
4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

   If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Key Staff or Principals of the Proposer (have) _____ (have not) _____ been convicted by a Federal, State, County or Municipal Court of or have any pending violations of law, other than traffic violations. To include stockholders over ten percent (10%).

   Explain any convictions or pending action on a separate sheet.

6. Any lawsuits pending or completed involving the Proposer?

   If yes, provide a list of pending lawsuits and a list of all judgments from lawsuits in the last five (5) years on a separate sheet.

The Proposer understands that the information contained in the Proposer's response to the Questionnaire will be relied upon by the Town in evaluating and awarding of the proposed Agreement and the Proposer certifies by signing below that to the best if his/her knowledge that the information is true and accurate. The Proposer agrees to furnish such additional information as deemed necessary by the Town relating to the Proposal that is necessary for the evaluation of the Proposal

The Proposer further understands that the information contained in this Questionnaire may be confirmed through a background check conducted by the Town. By submitting this Questionnaire the Proposer agrees to cooperate with any such background check, including but not limited to fingerprinting and providing information for a credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Town or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Town.

Consultant:

Sworn to and subscribed before me this ____day of

_____, 20_____

_____
Notary Public

My Commission Expires: _____

_____
(print name)

_____
(signature)

_____
(title)

RFP 2016-47
Compensation
State Lobbying Services
Form PP

The Proposer declares that it has fully reviewed the requirements of the RFP, and informed itself fully of the Scope of Services and all other conditions and circumstances pertaining to the Services; and that this Proposal is submitted voluntarily and willingly.

The Proposer has determined based on its business and professional expertise that it can perform the Services in accordance with the requirements of the RFP and the Agreement.

The Proposer agrees, if its Proposal is accepted, to timely execute a contract with the Town.

The Monthly Rate stated below will include all costs except those approved as Reimbursables by the Town.

	Monthly Retainer
State Lobbying Services	$

Company Name:_____

Signatory's Name:_____

Signatory's Title:_____

Signatory's Signature:_____

NOTE: This Form is to be submitted in a separate sealed envelope.

CERTIFICATE OF AUTHORITY
(IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ___day of _____, _____, a resolution was duly passed and adopted authorizing (Name)_____as (Title)_____of the corporation to execute proposals on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____, day of _____, 20____.

Secretary: _____ Print: _____

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ___day of _____, _____, a resolution was duly passed and adopted authorizing (Name)_____as (Title)_____ of the to execute proposals on behalf of the partnership and provides that his/her execution thereof, attested by a partner, is the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____, day of _____, 20____.

Partner: _____ Print: _____

CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)

Joint ventures must submit their joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)

I HEREBY CERTIFY that, I (Name)_____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Proposal to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____ Print: _____

NOTARIZATION

STATE OF _____)

) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who (did/did not) take an oath.

_____
SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

_____
PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

RFP 2016-47

ADDENDUM ACKNOWLEDGEMENT FORM

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum No. ____, Dated _____

Addendum No. ____, Dated _____

Addendum No. ____, Dated _____

Addendum No. ____, Dated _____

Addendum No. ____, Dated _____

Addendum No. ____, Dated _____

Addendum No. ____, Dated _____

Addendum No. ____, Dated _____

Addendum No. ____, Dated _____

_____ No Addendum issued for this RFP

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:_____

Title:_____

Sworn and subscribed before this

NON-COLLUSIVE AFFIDAVIT

State of _____ }
} SS:
County of _____ }

_____ being first duly sworn, deposes and says that:

a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, **owners, employees or parties in interest, including this affiant.**

Signed, sealed and delivered in the presence of:

_____ By:_____
Witness

_____ _____
Witness (Printed Name)
_____(Title)

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of _____)
) SS:
County of _____)

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that ___executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, _____.

My Commission Expires:

_____
Notary Public State of Florida at Large

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]
whose business address is

_____
_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

   ____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in

the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED.

I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this _____ day of _____, 20___.

Personally known _____

OR produced identification _____

Notary Public – State of _____

_____

My commission expires _____

(type of identification)

_____

(Printed, typed or stamped commissioned name notary public)

CONFLICT OF INTEREST AFFIDAVIT

State of _____ }
} SS:
County of _____ }

_____ being first duly sworn, deposes and says that he/she is the

(Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that

has submitted the attached Bid/Proposal and certifies the following;

Bidder certifies by submitting its Bid that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Bidder/Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any contract award containing an exception to these above described restrictions must be expressly approved by the Town Council. Further, Bidder recognizes that with respect to this solicitation, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder/Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town. The terms "Bidder" as used herein, include any person or entity making a bid herein to Town or providing goods or services to Town.

Bidder further certifies that the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By:_____
Witness

_____
(Printed Name)

_____
(Title)

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, 20___.

My Commission Expires:

_____
Notary Public State of Florida at Large

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____

BUSINESS NAME FIRM'S SIGNATURE

PROPOSER'S AFFIDAVIT

By executing this affidavit, Proposer certifies acknowledgement of the following:
Ensure that any personal, business, or other activity does not conflict with the lawful interests of the Town. The Town's elected representatives and employees serve the public trust and are required to fulfill their responsibilities with care and loyalty and for the sole purpose of advancing the Town's best interests. The integrity of the Town must be protected at all times, and the fiduciary relationships of the employees of the Town must be honorable in both actuality and appearance.

A conflict of interest exists when a representative's direct or indirect personal interests are inconsistent with or interfere with the best interests of the Town. Proposer must ensure there is no appearance or perception of unethical behavior by the vendor's employees in its dealings with the Town.

To avoid such conflicts, Proposer shall disclose to the Town:

a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship

b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship

Authorized Signature _____ Date _____

POLITICAL ACTIVITY AFFIDAVIT

State of _____ }
} SS:
County of _____ }

_____ being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer(s) that has submitted the attached Proposal and certifies the following;

Proposer(s) certifies by submitting its Proposal that if selected to provide Lobbying Services on behalf of the Town of Miami Lakes ("Town") that the owner, employees or any representatives of the Proposer **will not** participate or be involved in any political activities related to the election of any individual running for a political office in the or advocate or express their personal opinions on any issues affecting the Town. The limitation on involvement in political activities in the Town includes but is not limited to:

- Campaigning on behalf of or against any candidate or slate of candidates seeking, or currently holding an elected office in the Town
- Expressing opinions, written or oral, about, in support of, or against any candidate, or slate of candidates seeking, or currently holding an elected office in the Town.
- Advocate or expound any personal opinions in favor of or against any issues affecting the Town.
- Contribute money, directly or indirectly, to any candidates or slate of candidates seeking, or currently holding an elected office in the Town.
- Seek, offer, or request political contributions for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Provide any direct, indirect, or in-kind goods or services to any candidate seeking or currently holding an elected office in Town. This includes any political action committees, independent groups or individuals supporting, or against any candidate or slate of candidates current an elected office holder.
- Organize, attend or participate in political fundraising functions, or other similar activities for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- May not directly or indirectly promote or seek donations or funding for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Organize, participate in, or attend political rallies, or meetings related to any candidate or slate of candidates seeking or currently holding an elected office in the Town.

- Use their authority or influence to participate or interfere with an election in the Town.
- Distribute campaign material on behalf of any candidates or slate of candidates for an elected office in the Town.
- Circulate nominating or recall petitions for any candidate seeking or currently holding an elected office in the Town.
- Advocate to have any individual appointed to or removed from any Town Committee

Further, Proposer(s) recognizes that with respect to this solicitation, if any Proposer(s) violates or is a party to a violation of any of the requirements of this Affidavit that its contract with the Town may be terminated for default and that the Proposer(s) may be further disqualified from submitting any future bids or proposals for services to the Town. The terms "Proposer" as used herein, include any person or entity making a Proposal herein to the Town to provide services to Town.

Where the Proposer is comprised of a Team as defined in the RFP the Affidavit must be submitted for each company comprising the Team.

Signed, sealed and delivered in the presence of:

_____ By:_____

Witness

_____ _____

Witness (Printed Name)

_____

(Title)

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, _____.

My Commission Expires:

_____

Notary Public State of Florida at Large

Form PAA

STATEMENT OF NO-RESPONSE

If your company will not be submitting a response to this Bid/RFP, please complete this Statement of "No" Response Sheet and return, prior to the Bid/RFP Due Date established within, to:

The Town of Miami Lakes
Procurement Division
6601 Main Street
Miami Lakes, FL 33014
Email: procurement@miamilakes-fl.gov

This information will help The Town of Miami Lakes in the preparation of future Bids/RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

_____

Telephone: _____ Facsimile: _____

√	**Reasons for "NO" Response:**
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: _____

Signature: _____ Date: _____