

**AGREEMENT FOR
STATE LEGISLATIVE LOBBYIST SERVICES**

THIS AGREEMENT, made this 26th day of October 2012, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Ronald L. Book, P.A., a Florida professional corporation, ("Contractor" or "Company"), whose address and phone number are 18851 Northeast 29 Avenue, Suite 1010, Aventura, FL 33180, Phone: 305-935-9737, Fax: 305-935-9737, Email: Ron@rlbookpa.com, for the term specified herein,

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:

- (1) Request for Proposal No. 195-11001, State Legislative Lobbyist Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP dated June 15, 2012, ("Exhibit B"), excluding the Contractor's proposed fee.

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 dated October 26, 2012, 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 October 2, 2012, and shall end on October 1, 2013. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, 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 in the annual amount of \$40,000. 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. 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

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, 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 Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits: \$1,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

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 Article 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.

AA. 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:

A. 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;

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

C. 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

D. 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.

BB. Scrutinized Companies

This Section applies to any contract for goods or services of \$1 million or more:

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 (2012), as may be amended or revised. The City may terminate this Contract 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 (2012), 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 has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2012), as may be amended or revised.

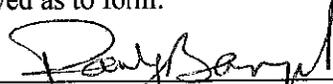
IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____


City Manager

Approved as to form:


Senior Assistant City Attorney

ATTEST

By: _____
Print Name: _____
Title: _____

CONTRACTOR

By: [Signature]
Ronald L. Book
Director

(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Miami :

The foregoing instrument was acknowledged before me this 29 day of October, 2012, by Ronald L. Book as director for Ronald L. Book, P.A., a Florida professional corporation.

(SEAL)



[Signature]
Notary Public, State of Florida
(Signature of Notary Public)
Debra George
COMMISSION #EE190030
EXPIRES: APR. 17, 2016
WWW.AARONNOTARY.com

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

Solicitation 125-11001
State Legislative Lobbyist Services



City of Fort Lauderdale

Bid 125-11001 State Legislative Lobbyist Services

Bid Number **125-11001**
Bid Title **State Legislative Lobbyist Services**

Bid Start Date **May 18, 2012 12:44:39 PM EDT**
Bid End Date **Jun 19, 2012 2:00:00 PM EDT**
Question &
Answer End **May 31, 2012 2:00:00 PM EDT**
Date

Bid Contact **Michael F Walker**
Procurement & Contracts Manager
Procurement
954-828-5677
mwalker@fortlauderdale.gov

Changes made on Jun 11, 2012 7:08:03 AM EDT

Changes were made to the following items:
State Legislative Lobbyist Services

Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide State of Florida Legislative Lobbyist Services for the City in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). These services shall include, representing and advocating for the City's positions on issues considered by the Governor, administrative agencies, State Legislature and their committees. For information concerning procedures for responding to this solicitation, contact Manager of Procurement & Contracts Michael Walker at (954) 828-5677 or email at mwalker@fortlauderdale.gov. Such contact shall be for clarification purposes only. For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site).

Contractors please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. 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.

Please register at www.bidsync.com to download this RFP.

Added on Jun 11, 2012:

The RFP Number for the State Legislative Lobbyist Services is 125-11001. Please ignore the RFP#225-10834 stated in Section PART 1 - Introduction/Information, this should also read as RFP 125-11001.

Changes made on Jun 11, 2012 7:08:03 AM EDT

Request for Proposal

125-11001

STATE LEGISLATIVE LOBBYIST SERVICES



Venice of America

City of Fort Lauderdale

Issued for City Manager's Office
By the Procurement Division

Michael F. Walker
(954) 828-5677
E-mail: mwalker@fortlauderdale.gov

Visit us on the web at www.fortlauderdale.gov/purchasing

(954) 828-5140

RFP# 225-10834**TITLE State of Florida Legislative Lobbyist Services****PART I – INTRODUCTION/INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide State of Florida Legislative Lobbyist Services for the City in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). These services shall include, representing and advocating for the City's positions on issues considered by the Governor, administrative agencies, State Legislature and their committees.

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Manager of Procurement & Contracts Michael Walker at (954) 828-5677 or email at mwalker@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. 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.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

05. PRICING/DELIVERY

All pricing shall be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages. If you don't use the City's Cost proposal page to provide your cost information, you may be found non-responsive.

Contractor must quote a firm, fixed annual price for all services stated in the RFP, which includes any travel associated with coming to the City of Fort Lauderdale.

06. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

07. AWARD

The City reserves the right to award to one or more than one proposer who will best serve the interests of the City, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

08. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. 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.

PART II - RFP SCHEDULE

EVENT	DATE/TIME
Release of RFP	May 21, 2012
Deadline for Questions/Request for Clarifications	May 31, 2012
Addendum released, if required	June 1, 2012
Proposal Due Date/Time (Deadline)	June 19, 2012

PART III - SPECIAL CONDITIONS**01. GENERAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 4/12 (GC) are included and made a part of this RFP.

02. 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.

03. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

04. CONTRACTORS' COSTS

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

05. RULES AND PROPOSALS

The signer of the proposal must declare 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 principal Contractor.

07. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City or October 1, 2012, whichever is later, and shall expire two years from that date. The City reserves the right to extend the contract for two 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 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 ninety (90) 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.

08. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term two year(s). No cost increases shall be accepted in this initial contract term, or any renewal terms. Please consider this when providing your pricing for this request for proposal.

09. CONTRACT COORDINATOR

The City Manager shall be designated as the Contract Coordinator 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.

10. 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.

11. RELATED EXPENSES/TRAVEL EXPENSES

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

12. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor 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.

13. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial 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.

14. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, 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 Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale 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. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits: \$1,000,000 per occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

15. SUBCONTRACTORS

The Contractor must be capable of performing all the services as contained in the bid specifications. If the Contractor intends to use sub-contractors in the performance of these services, bidder shall submit complete information on all proposed sub-contractors as a part of the bid response. The same qualification requirements, and all other terms and conditions of the bid shall also apply to the sub-contractor. The City reserves the right to approve or disapprove any sub-contractor proposed. Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the

terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractors' non-performance and all of Contractor's sub-contractors' acts and omissions. Contractor shall defend, 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, occasioned by or arising out of any act or omission by any of Contractor's sub-contractors.

16. **INSURANCE – SUBCONTRACTORS**

Contractor shall require all of its subcontractors to provide the aforementioned 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.

17. **OWNERSHIP OF WORK**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

18. **PUBLIC ENTITY CRIMES**

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

23. **CANADIAN COMPANIES**

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.

24. **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-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 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: <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>.

25. **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/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at

<http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

26. **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 <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

27. **LOCAL BUSINESS PREFERENCE**

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

In order to be considered for a local business preference, a bidder or proposer must include the Local Business Preference Certification Statement, Attachment "A" of this RFP, and documentation of the following, as applicable to the local business preference class claimed, **at the time of proposal submittal**:

Upon recommendation for contract award 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 bidder or 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.

Failure to comply at time of proposal submittal shall result in the Proposer 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:
<http://www.fortlauderdale.gov/purchasing/index.htm>

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

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

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. 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 district. All members of the Commission are elected to three (3) 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 the seventh (7th) largest city in the State of Florida and the largest municipality in Broward County. It also serves as the County seat for Broward County. The City has approximately 166,000 full time residents. An estimated six million (6,000,000) tourists are annually attracted to the hotels, beaches, convention center, restaurants, marine facilities, and other major attractions within the City.

The City currently contracts for State Legislative Lobbying services. The annual cost includes all costs to the City, including any travel. This fee includes all regular and special legislative sessions, and all expenses. The current lobbyist meets with the City Commission approximately four (4) times per year. City Staff is in weekly, often daily, during session, contact with the contractor.

02. GENERAL INFORMATION/OBJECTIVE:

The City of Fort Lauderdale seeks to retain the services of a legislative consultant(s) for matters in which the City may need professional services before the Florida Legislature, State of Florida administrative agencies, the Florida Governor and Cabinet, et al. Such services shall include attending state legislative committee hearings and meetings, rule making proceedings or other administrative or legislative agency meetings.

The contract services shall include, but not necessarily be limited to: scheduled, extended, or special legislative sessions and meetings; state administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The successful Contractor(s) shall agree to be available at all times upon reasonable request to meet with the City Commission, City staff, and others as specified in order to perform the responsibilities assigned; and to attend meetings, represent the interests of the City, and act as liaison between the City and all branches, departments, and agencies of State government, at any legislative committee meeting or meetings with the Governor, Cabinet, or Cabinet members, or state agencies on matters under the scope of this Request for Proposal (RFP). It is expected that the successful Contractor will review and understand the Agendas of the House and Senate leaders in order to assist the City to strategically seek funds and policy change.

Although legal opinions are not required as a part of the Contractor(s) responsibilities, the City will expect the Contractor to understand applicable laws and proposals under consideration by the Governor, administrative agencies or the Legislators or their committees, and the Contractor shall be expected to have the ability to interpret legal implications and advise the City accordingly.

The Contractor is also expected to monitor proposals and activities in meetings regarding state administrative and agency hearings, as well as in rule challenges in the Division of Administrative

Hearings. This would include a review of the agendas and providing notification to the City as pertinent issues arise. The Contractor would also be expected to report the outcome of such meetings. Contractor should be prepared to lobby committee members prior to and at these meetings, to accomplish the City's desired positions.

There are no pre-set number of City meetings, or meetings of governmental agencies that the Contractor may be expected to attend or with which to interact. This will be mutually determined between the City and the Contractor following award, and/or as determined to be needed during the contract term.

03. PROFESSIONAL SERVICES REQUIRED:

- a. Develop an overall strategy with staff to ensure issues of concern to the City are addressed to the City's satisfaction.
- b. Devise an overall funding strategy in light of shrinking opportunities.
- c. Identify relevant funding opportunities that may arise for which the City may qualify to apply; assist staff in submitting grant requests.
- d. Work with the Florida delegation (Executive Branch and administrative offices, Florida Senate and House of Representatives) to ensure their understanding and support of projects for which the City is seeking assistance.
- e. Draft letters to the members regarding issues of interest and concern to the City, thank you letters to staff after meetings or letters of appreciation.
- f. Review on a continuing basis all existing and proposed State policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City as to these matters. Provide legal and legislative expertise and consulting services.
- g. Review the legislative policy statements adopted by the Florida League of Cities and the policy statements of other local governments and lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City and make recommendations on policy.
- h. Assist the City Commission and City staff in the coordination and development of the City's legislative program and appropriation requests.
- i. Monitor state legislative committee meetings, state agency hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the City's adopted legislative program are considered, as well as other that may arise that affect the City.
- j. Work with the City Commission, staff, and the Broward County Legislative Delegation to develop special or general legislation in keeping with, or supportive of, the City's adopted legislative program.
- k. Develop and implement strategy for the support, opposition, or amendment of pending legislation by tracking bills regularly.
- l. Testify and lobby before the Legislature, Governor, and Cabinet as necessary on behalf of the City, during the annual legislative session, extended, or special session(s) and at legislative committee meetings and meetings of the Broward County Legislative Delegation.

m. Appear and testify before state agency hearings, rule making proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the City or its citizens, and specific legislation contained in the City's legislative program.

n. Upon request by the City, assist the City in coordinating applications and obtaining State permits and grants. The Contractor is not expected to prepare permit or grant applications.

o. Upon request, coordinate appointments/meetings between the City Commission or other City staff, and appropriate state officials and legislators.

03.01 DELIVERABLES

~~1. Required reports may include but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations, and other state policies or programs that affect the City and its citizens either directly or indirectly. A 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 City administrators or elected officials may implement.~~

2. A written report that summarizes the status of the City's legislative priorities shall be provided within one (1) week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the City shall be provided within a reasonable time period, not to exceed thirty (30) days from the close of session.

3. Provide periodic written reports (at least monthly) during those months that the legislature is not in session, on issues of interest or concern to the City. Such information may include, but not necessarily be limited to, action taken at interim committee meetings, rule making hearings, status of studies underway, and advance notice of legislation being proposed.

04. RESPONSIBILITIES OF THE CONTRACTOR:

a. The Contractor shall perform the scope of services, as contained in the RFP specifications. This list of services shall not be deemed to be all-inclusive, and may be changed from time to time as authorized by the City Commission.

b. All correspondence shall be directed through the City Manager, or designee.

05. RESPONSIBILITIES OF THE CITY:

The City shall designate the City Manager as the "lead" staff person to coordinate with the Contractor; however, other individuals may be designated by the City Manager from time to time.

a. The City shall have appropriate staff available as may be required to discuss issues with the Contractor, particularly during the legislative session.

b. The City shall use its best efforts to cooperate with the Contractor in providing the information and documentation necessary in the performance of the Legislative consulting services under this contract.

06. FEE COMPENSATION/EXPENSES:

The proposed fee(s) shall detail be a firm, fixed annual fee, **which includes all expenses including travel** for the services outlined in the RFP, to be billed monthly.

07. CONFLICT OF INTEREST:

In the event the Contractor becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of clients of the Contractor, the Contractor shall **immediately** notify the City Manager, or designee, in writing, of such conflict. Written notice may be in the form of e-mail notification. **Such conflict is defined as any client represented by the firm.** In the event the City becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of clients of the Contractor, the City Manager, or designee, shall promptly notify the Contractor of such conflict. The City and the Contractor shall attempt to resolve any such conflict in a manner mutually acceptable to the City and the Contractor. If the conflict cannot be resolved to the satisfaction of the City, the City reserves the right to procure these items/services from other vendors with an appropriate reduction to the Contractor's fee(s).

PART V - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

THIS IS A PAPER RFP WITH CD's. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (6) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.

THE ABOVE REQUIREMENTS TOTAL (7) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (2) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPANCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

The following issues should be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

- A. LETTER OF INTEREST / COVER LETTER** - Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP. Include Proposal Signature Page and Non-Collusion Statement in this section.
- B. PROFESSIONAL LICENSES AND CERTIFICATES /SAMPLE INSURANCE CERTIFICATE** - Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possesses. Provide documentation of all business/occupational licenses required to perform these services as a part of the RFP response. Also include proof of insurance in this section.
- C. COMPANY PROFILE** - Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity (corporation, partnership, etc.) Firm must be established as a legal entity in the State of Florida. Provide hours of operation; Years in business; State whether the firm is local, regional, or national; Provide addresses and phone numbers for Headquarters and other relevant offices if applicable;
- D. QUALIFICATIONS / EXPERIENCE** -
- D.1 Experience of Proposer and team: Detail experience, qualifications, and past performance of the Proposer and all persons designated for City's lobbying (include resumes, education, professional experience, and training information) and resources. A history of your organization, including a current organization chart (if applicable), and any other appropriate descriptive information, which will be helpful in our evaluation of your qualifications and experience. Include the number of years you have provided state lobbying services.
- D.2 Demonstrate your firms experience and understanding of legal implications of proposed laws and proposals that have been under consideration by Florida administrative bodies, and how you assisted your past clients regarding same.
- D.3 Describe five major successes your firm has had for clients in the past five years.
- D.4 What other Florida Cities and Counties does/has your firm represent(ed), and how many years has your firm represented those firms?
- D.5 Provide any additional information pertinent to your capability, demonstrated past performance; workload and availability to the City.
- E. REPORTS / CORESPONDANCE** - Discuss how you will report pertinent information back to City staff. Also provide samples (if any) of any reports and other forms of correspondences (letters, notifications, etc.) you will use for such purposes.
- F. SUB-CONTRACTORS** - If proposer intends to sub-contract any part of the services contained in the RFP, please indicate that intent in this section, and provide complete information on the Company, including address, principals telephone number, experience and references; qualifications licenses and insurance information.
- G. REFERENCES** – A list of minimum of three current and former major accounts along with contact persons E-mail address (current), name, address, phone and fax numbers. This list should include accounts that represent company's experience with entities of similar size and exposures as the City of Fort Lauderdale. How long ago was your contract awarded for these references? (See Exhibit "A").

- H. **UNDERSTANDING OF REQUIREMENTS** - Discuss your understanding of the City's legislative, budgetary, and policy needs and your overall approach / strategies to meet those needs.
- I. **RELATIONSHIPS, RESOURCES AND CAPABILITIES-** Please describe your existing relationships with State of Florida Local Legislative Delegation and with other key legislators and support staff. Also discuss other resources and capabilities your firm will provide to this contract.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

PART VI – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Understanding of City of Fort Lauderdale's legislative, budgetary and policy needs and the proposers proposed methods strategies to meet those needs.	10%
Qualification of Firm - Firm's experience in State Lobbyist Services. to include but not be limited to: demonstrated knowledge of legislative affairs, interpretations of legal implications, legislative policy statements, major successes for clients, etc.; Including credentials, certifications, licenses, Insurance; Experience of staff assigned to this contract	30%
References; and proposed reports and other correspondences offered	20%
Relationships, Resources and Capabilities- Existing relationships with State of Florida Local Legislative Delegation and with other key legislators and support staff. Also other resources and capabilities your firm will provide to this contract.	10%
Cost to the City	30%
TOTAL PERCENT AVAILABLE:	100%

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer 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 to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

PART VII - PROPOSAL PAGES – COST PROPOSAL

Cost to the City: Contractor must quote firm, fixed, annual fee, billed monthly, for all services identified in this request for proposal. This firm fixed annual fee includes any costs for travel to the City. No other costs will be accepted. The initial contract term is for two years. Contractor **MUST** provide pricing on this page or may be deemed non-responsive.

The proposed fee shall detail all costs: i.e. travel, and related incidental out-of-pocket expenses, if applicable. Contractor shall not be reimbursed or otherwise paid for internal word processing, data processing or other services (i.e. local telephone services, copies, mail or postage services) that would reasonably be deemed the Contractor's overhead expense. Contractor will be reimbursed on a monthly basis as a firm fixed annual fee, inclusive of all expenses.

PLEASE FILL-IN THE TOTAL ANNUAL FIRM FIXED FEE BELOW FOR THE (INITIAL CONTRACT PERIOD – (2) YEARS)

\$ _____ /ANNUAL FEE x 2 yrs. = \$ _____

If a Contractor wishes to provide a proposal as a joint venture, Contractor shall provide on this Cost Proposal page a breakdown of their portion of the annual fee for the each joint venture Contractor being submitted. (i.e. ABC Company \$25,000 annual fee and DEF Company \$25,000 annual fee) x 2 yrs. = \$100,000. The total cost for the joint venture, is what will be considered in scoring for the cost criteria. If you do not provide the amount to be paid to each proposer, you may be deemed non-responsive. **THE JOINT PROPOSERS MUST ALSO, EACH PROVIDE A BID SIGNATURE PAGE, EXECUTED BY AN OFFICER OF THE COMPANY.**

Failure to use the City's COST PROPOSAL page (**PART VII - PROPOSAL PAGES – COST PROPOSAL**), and provide costs as requested in this RFP, may deem your proposal non-responsive.

REFERENCES – Exhibit “A”
RFP 125-11001 STATE LEGISLATIVE LOBBYIST SERVICES

BIDDER NAME: _____

Complete the following:

Contact Name: _____ Phone: _____

REFERENCES – A list of current and former major accounts along with contact persons E-mail address (current), name, address, phone and fax numbers. This list should include accounts that represent company’s experience with entities of similar size and exposures as the City of Fort Lauderdale.

1. Provide three references for which you have performed similar services.

Company Name: _____
Address: _____
Contact Name: _____ Telephone: _____
E-Mail Address: _____ Fax: _____
When was your contract awarded: _____

Company Name: _____
Address: _____
Contact Name: _____ Telephone: _____
E-Mail Address: _____ Fax: _____
When was your contract awarded: _____

Company Name: _____
Address: _____
Contact Name: _____ Telephone: _____
E-Mail Address: _____ Fax: _____
When was your contract awarded: _____

RFP NO. 125-11001

TITLE: State Legislative Lobbyist Services

EXHIBIT "B"
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 RFP. Violation of the foregoing provision may result in contract termination.

is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses are attached for justification.

(1) Business Name

is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses is attached as justification.

(2) Business Name

is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt is attached as justification.

(3) Business Name

requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.

(4) Business Name

requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.

(5) Business Name

is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

(6) Business Name

PROPOSER'S COMPANY:

AUTHORIZED COMPANY PERSON:

NAME SIGNATURE DATE

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this ___ day of ___, 20___, by ___ and ___ as ___ and ___ respectively, of ___ They are [] personally known to me or [] have produced ___ as identification.

(SEAL)

Notary Public, State of
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

Commission Number

March 30, 2012

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions 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) 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 ninety (90) 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

This Section applies to any contract for goods or services of \$1 million or more:

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 as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract 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 (2011), 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.

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 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) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

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 person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

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 – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

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, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers 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 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. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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 DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR 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/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

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.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, 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 TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to 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:
- Bidders 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, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 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:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. 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 its best interest as determined by the City, to cancel 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 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 should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their 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.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 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 themselves 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 him for 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.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from 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 its 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 all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 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.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

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.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed 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. 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.

Please Note: All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, 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/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____ Email: _____

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

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE _____ WBE _____

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

Addendum No. _____ Date Issued _____

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____ NO _____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variations: _____

Question and Answers for Bid #125-11001 - State Legislative Lobbyist Services

OVERALL BID QUESTIONS

Question 1

Does the preference of keeping the RFP response under 50 pages include the Reports/Correspondance samples under section E.? (Submitted: May 31, 2012 12:44:08 PM EDT)

Answer

- No. (Answered: May 31, 2012 6:14:59 PM EDT)

Question 2

Under Part III Special Conditions, Number 27 Local Business Preference, when applying for Class A Business, do all names of employees and evidence of residences need to be submitted or just those working on this proposed project? And does the documentation of residency (drivers license, utility bill, etc.) have to be submitted with the proposal or within 10 days when/if recommended for the contract? (Submitted: May 31, 2012 12:56:10 PM EDT)

Answer

- Just those names of employees working on the projected project. The documentation will need to be submitted within 10 days when/if recommended for award of the contract. (Answered: Jun 1, 2012 1:04:46 PM EDT)



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

**BEST AND FINAL
COST PROPOSAL PAGE**

**PLEASE FILL-IN THE TOTAL ANNUAL FIRM FIXED FEE BELOW FOR THE
(INITIAL CONTRACT PERIOD – (2) YEARS)**

Single Firm

\$ 50,000.00 /ANNUAL FEE x 2 yrs. = \$ 100,000.00

OR

Joint Venture

\$ _____ /ANNUAL FEE x 2 yrs. = \$ _____

\$ _____ /ANNUAL FEE x 2 yrs. = \$ _____

TOTAL \$ _____

If a Contractor wishes to provide a proposal as a joint venture, Contractor shall provide on this Cost Proposal page a breakdown of their portion of the annual fee for the each joint venture Contractor being submitted.

(i.e. ABC Company \$25,000 annual fee and DEF Company \$25,000 annual fee) x 2 yrs. = \$100,000. The total cost for the joint venture, is what will be considered in scoring for the cost criteria. If you do not provide the amount to be paid to each proposer, you may be deemed non-responsive. **THE JOINT PROPOSERS MUST ALSO, EACH PROVIDE A BID SIGNATURE PAGE, EXECUTED BY AN OFFICER OF THE COMPANY (SEE BELOW).**

Failure to use the City's COST PROPOSAL PAGE AND BID/PROPOSAL SIGNATURE PAGE, and provide costs as requested in this Best & Final, may deem your proposal non-responsive.



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 100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
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EXHIBIT C

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed 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. 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.

Please Note: All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____
 (Authorized signature) (Date)

Name (printed) Ronald L. Book Title: President and CEO

Company :(Legal Registration Name)

Ronald L. Book, P.A.

CONTRACTOR, IF FOREIGN CORPORATION, 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/>).

Address: 18851 NE 29th Avenue, Suite 1010

City Aventura State: FL Zip 33180

Telephone No. (305) 935-1866 FAX No. (305) 935-9737 Email: ron@rlbookpa.com

Does your firm qualify for MBE or WBE status (section 1.09): MBE _____ WBE _____

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____ NO X

TAB L: ADDENDUM #1 FOR BID #125-11001 - ISSUED 6/11/12

Addendum #1 for Bid #125-11001

Issued 6/11/12

Description Bid Number **125-11001**

Title **State Legislative Lobbyist Services**

Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide State of Florida Legislative Lobbyist Services for the City in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). These services shall include, representing and advocating for the City's positions on issues considered by the Governor, administrative agencies, State Legislature and their committees.

For information concerning procedures for responding to this solicitation, contact Manager of Procurement & Contracts Michael Walker at (954) 828-5677 or email at mwalker@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site).

Contractors please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. 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.

Please register at www.bidsync.com to download this RFP.

Added on Jun 11, 2012:

The RFP Number for the State Legislative Lobbyist Services is 125-11001. Please ignore the RFP#225-10834 stated in Section PART 1 - Introduction/Information, this should also read as RFP 125-11001.

<https://www.bidsync.com/DPX?ac=view&auc=1917916>

TAB K: EXHIBIT "B" - LOCAL BUSINESS PREFERENCE CERTIFICATION
STATEMENT

RFP NO. 125-11001
TITLE: State Legislative Lobbyist Services

EXHIBIT "B"
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 RFP. Violation of the foregoing provision may result in contract termination.

(1) _____ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses are attached for justification.

Business Name

(2) _____ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses is attached as justification.

Business Name

(3) _____ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt is attached as justification.

Business Name

(4) _____ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.

Business Name

(5) _____ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.

Business Name

(6) Ronald L. Book, P.A. is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2, and does not qualify for Local Preference consideration. (Notary not required for Class "D")

Business Name

PROPOSER'S COMPANY: Ronald L. Book, P.A.
AUTHORIZED COMPANY PERSON: Ronald L. Book NAME SIGNATURE DATE 6/15/12

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 15th day of June, 2012, by Ronald L. Book and Book as President & Chief respectively, of Ronald L. Book P.A. They are personally known to me or have produced _____ as identification.

(SEAL)

Kelly C. Mallette
Notary Public, State of
(Signature of Notary taking Acknowledgment)
Name of Notary Typed, Printed or Stamped
My Commission Expires: 2/9/14
Commission Number: DD959764



TAB J: PROPOSAL PAGE – COST PROPOSAL

PART VII - PROPOSAL PAGES – COST PROPOSAL

Cost to the City: Contractor must quote firm, fixed, annual fee, billed monthly, for all services identified in this request for proposal. This firm fixed annual fee includes any costs for travel to the City. No other costs will be accepted. The initial contract term is for two years. Contractor MUST provide pricing on this page or may be deemed non-responsive.

The proposed fee shall detail all costs: i.e. travel, and related incidental out-of-pocket expenses, if applicable. Contractor shall not be reimbursed or otherwise paid for internal word processing, data processing or other services (i.e. local telephone services, copies, mail or postage services) that would reasonably be deemed the Contractor's overhead expense. Contractor will be reimbursed on a monthly basis as a firm fixed annual fee, inclusive of all expenses.

PLEASE FILL-IN THE TOTAL ANNUAL FIRM FIXED FEE BELOW FOR THE (INITIAL CONTRACT PERIOD – (2) YEARS)

\$ 50,000 /ANNUAL FEE x 2 yrs. = \$ 100,000

If a Contractor wishes to provide a proposal as a joint venture, Contractor shall provide on this Cost Proposal page a breakdown of their portion of the annual fee for the each joint venture Contractor being submitted.

(i.e. ABC Company \$25,000 annual fee and DEF Company \$25,000 annual fee) x 2 yrs. = \$100,000. The total cost for the joint venture, is what will be considered in scoring for the cost criteria. If you do not provide the amount to be paid to each proposer, you may be deemed non-responsive. THE JOINT PROPOSERS MUST ALSO, EACH PROVIDE A BID SIGNATURE PAGE, EXECUTED BY AN OFFICER OF THE COMPANY.

Failure to use the City's COST PROPOSAL page (**PART VII - PROPOSAL PAGES – COST PROPOSAL**), and provide costs as requested in this RFP, may deem your proposal non-responsive.

TAB I: RELATIONSHIPS, RESOURCES AND CAPABILITIES

- Please describe your existing relationships with State of Florida Local Legislative Delegation and with other key legislators and support staff. Also discuss other resources and capabilities your firm will provide to this contract.

EFFECTIVE RELATIONSHIP BUILDING

As exhibited through our reputation, Ronald L. Book, P.A., has long-term, established relationships with the leadership in the Florida House and Senate, legislative staff, the Executive Branch, executive staff and state agencies. We work in the legislative process on a daily basis and we know the players. Therefore, we utilize our long term working relationships on behalf of our clients. We pride ourselves on our ability to make connections and create positive working partnerships between the clients we represent before the State.

Each member of the Ronald L. Book, P.A. team has, at one time in their career, been employed by one or more of the three branches of government; hence each person has direct knowledge and practical experience as to how government works. Each has maintained close relationships with former colleagues who still work as public servants.

Additionally, our firm understands that the best way to keep and maintain working relationships with Legislators and staff is to be honest, forthright and ethical in any and all activities. We are well respected throughout the Capitol for our business practices. We believe that relationships are easily enhanced when built on a foundation of honesty, understanding and mutual respect. We carry that philosophy into the Capitol every day, and it contributes to our success in the process on behalf of our clients.

Simply put, each member of our team has good relationships with the Florida Governor and Cabinet, state agencies, House and Senate Members, both Democrat and Republican, and we count the new and future leaders in both chambers of the Legislature as close friends. We in turn, will utilize our working relationships on behalf of the City of Fort Lauderdale.

we may best execute strategy and recommend changes to the agenda as necessary to accomplish our objectives and obtain successful results.

We propose the following strategies:

- Assist the City in preparing its annual legislative agenda including substantive changes to law, grant requests and appropriations requests. Provide information as to the legislative priorities of the Governor and Legislature in order to define and refine our goals.
- Monitor proposed legislation and distribute it to City Manager as necessary.
- Work closely with City Manager to review legislation of interest; drafting amendments as necessary. Additionally, we will assist in drafting substantive legislation as needed and assist in moving that legislation through the process by finding sponsors and co-sponsors in both houses, scheduling committee hearings, testifying before committees as necessary and informing legislators as to the issues and their importance to the City.
- Assist the City in determining funding options through the state budget process for each issue and track these items through the budget process, advocating for full funding at the committee level and throughout the budget conference. Write proviso language as necessary to implement budget projects.
- Facilitate meetings and discussion with the Broward County Legislative Delegation, House and Senate Presiding Officers, House and Senate Members, Legislative Staff, the Governor and Cabinet, Executive Staff and State Agencies as necessary.
- Represent the City at legislative committee meetings and agency meetings, and arrange for City officials and/or staff to be present and testify as necessary.
- Work closely with the Broward County Legislative Delegation, neighboring cities and counties in the South Florida Regional Delegation and the Florida League of Cities to educate, inform and influence them as to issues of importance to the City of Fort Lauderdale.
- Assist the City throughout the legislative budget process by attending and monitoring the activities of the Revenue Estimating Conference and the legislative appropriations committees and subcommittees.
- Proactively search for funding opportunities for the City on issues that may not be included in the legislative package; advise and assist in the preparation of any documents necessary to qualify for such funding.
- Prepare and forward weekly progress reports to advise the City as to the status of proposed legislation, budget requests and any other issues of concern.
- When necessary, work to defeat any legislation that may be adverse to the City's agenda or interests.
- Work to secure Executive approval of the City's legislation and budget requests.
- Assist the City throughout the legislative implementation process by monitoring agency rule-making activities and contracting.

There is one guarantee in government affairs and politics, and that is change – changes in leadership, changes in priorities and changes to the process are all commonplace in Tallahassee. For more than 20 years, Ronald L. Book, P.A. has remained a constant in Tallahassee politics, and our clients have looked to us for advice and counsel to navigate that sea of change. We are able to provide effective solutions and achievement by offering our clients:

- Strategic planning with a proactive approach.
- Professional and experienced government relations consultants.
- Bipartisan contacts throughout Florida government.
- Dedication and determination to get the job done.

In our proposal, we have outlined our approach to representing the City of Fort Lauderdale, which we will implement if selected to represent your interests in Tallahassee. Some of the highlights of our approach include:

- Work closely with the City in the development of the annual legislative agenda;
- Assist with the drafting and analysis of proposed legislation, and recommending amendments as necessary;
- Provide assistance throughout the budget process, advocating for full-funding of City's requests;
- Facilitate meetings for City leaders with members of the Florida Legislature as well as Executive Branch officials and staff;
- Monitor committee meetings and Cabinet meetings and testify as needed;
- Provide written reports and updates on a regular basis during both the legislative session and the interim.

STRATEGY

Ronald L. Book, P.A. understands the importance of communicating closely with our clients in the development of an annual legislative program. The firm has the practical experience necessary to develop strategy, enabling us to advise our clients as to what will and will not work in the process. We monitor proposed legislation, the rule-making process and the budget process on a continuous day-to-day basis in identifying issues that may affect our client's interests. We work closely with our clients in reviewing various laws and rules so that we may analyze their impact, and would do so for the City of Fort Lauderdale. During the legislative session we attend all pertinent committee meetings and we are prepared to testify on your behalf if necessary.

Our approach to representing the City of Fort Lauderdale begins by working closely with the City to identify legislative priorities. We take a proactive approach with our governmental clients, to define and refine goals, whether they involve substantive changes in a statute, a grant proposal or an appropriation. We often find it useful to hold workshops with both staff and elected officials to set our agenda. We work in the legislative process 7-days a week, 365-days a year. It is because of this unyielding dedication that we are knowledgeable as to what issues the Executive and Legislative branches will treat as priorities, allowing us to provide practical advice and implement winning strategies. We will work to understand the City's issues so that

TAB H: UNDERSTANDING OF REQUIREMENTS

- Discuss your understanding of the City's legislative, budgetary, and policy needs and your overall approach / strategies to meet those needs.

APPROACH

Ronald L. Book, P.A. is considered one of the top lobbying firms in the state. We have a long history representing local governments, health care districts, professional associations, not-for-profit associations and various political subdivisions throughout Florida. Our law firm works exclusively in the government affairs arena, specializing in legislative and executive advocacy, strategic planning and general government consulting. We are proud to be involved in the legislative process 365 days-a-year. We enjoy extensive bipartisan relationships with members of both the legislature and executive branch, allowing us to be effective in today's political climate.

Our firm offers a powerful combination of talent and experience with a proven track record before the legislative and executive branches of government. The firm's contact base extends throughout state government and includes legislative leadership, legislative staff, and executive branch officials. We provide hands-on monitoring, intelligence and oversight of government activity coupled with a highly professional, performance oriented approach for meeting client goals and objectives. We work closely with our clients to develop a concise and focused agenda with strategies designed exceed client expectations.

Ronald L. Book, P.A. boasts a virtually flawless record of success attaining clients' goals, which range from legal counseling on corporate and private matters to persuading lawmakers to support meritorious programs and causes. Professional skill is complemented by responsive, personal service as evidenced by the fact that the vast majority of clients have retained the firm's services for many years. Operating full-time offices in Aventura and Tallahassee affords the firm principals consistent proximity to clients and legislators, providing access to, and visibility amongst, key decision-makers. The end result for our clients is maximum accessibility.

The firm's mission is to provide a full range of government relations services to its clients - "anything and everything government." We utilize our knowledge of the legislative process and our relationships with the "players" in the process to assist clients by representing their interests and advocating their legislative agendas - be it a change in substantive law, a grant opportunity, an executive order or a budget line item.

With vast experience representing local governments, we understand that capable representation is critical to your success in the legislative process. Whether it is an appropriations request, an economic development proposal or a taxation issue, our firm will be at the center of the debate, making a difference for the future of the community.

TAB G: REFERENCES

- A list of minimum of three current and former major accounts along with contact persons E-mail address (current), name, address, phone and fax numbers. This list should include accounts that represent company's experience with entities of similar size and exposures as the City of Fort Lauderdale. How long ago was your contract awarded for these references? (See Exhibit "A").

REFERENCES – Exhibit "A"

RFP 125-11001 STATE LEGISLATIVE LOBBYIST SERVICES

BIDDER NAME: Ronald L. Book, P.A.

Complete the following:

Contact Name: Ronald L. Book Phone: 305.935.1866

REFERENCES – A list of current and former major accounts along with contact persons E-mail address (current), name, address, phone and fax numbers. This list should include accounts that represent company's experience with entities of similar size and exposures as the City of Fort Lauderdale.

1. Provide three references for which you have performed similar services.

Company Name: City of Aventura, Florida
Address: 19200 West Country Club Drive Aventura, FL 33180
Contact Name: Eric Soroka, City Manager Telephone: 305-466-8910
E-Mail Address: sorokae@cityofaventura.com Fax: 305-466-8919
When was your contract awarded: Contract is ongoing for more than 11 years

Company Name: City of North Miami Beach, Florida
Address: City Hall, 4th floor 17011 NE 19 Avenue North Miami Beach, FL 33162-3100
Contact Name: Roslyn Weisblum, Assistant City Manager Telephone: 305-948-2900
E-Mail Address: roslyn.weisblum@citynmb.com Fax: 305-957-3602
When was your contract awarded: Contract is ongoing for more than 11 years

Company Name: City of Pinellas Park
Address: 5851 Park Blvd., Suite 203 Pinellas Park, FL 33781
Contact Name: Tim Caddell, Government Relations Administrator Telephone: 727-541-0721
E-Mail Address: TCaddell@pinellas-park.com Fax: 727-541-0874
When was your contract awarded: Contract is ongoing for approximately 8 years

TAB F: SUB-CONTRACTORS

- If proposer intends to sub-contract any part of the services contained in the RFP, please indicate that intent in this section, and provide complete information on the Company, including address, principals telephone number, experience and references; qualifications licenses and insurance information.

Ronald L. Book, P.A. does not intend to sub-contract.

DOH Reorganization

HB 1263 sponsored by Representative Hudson (SB 1824 by Senator Garcia) passed this year despite Broward County's opposition. Our firm met multiple times with Representative Hudson and with Senator Garcia, to express Broward's opposition, however the Department of Health Reorganization has been Representative Hudson's top priority for the past two years, Senator Garcia was the Senate sponsor and the reorganization had the strong support of Governor Scott.

Substance Abuse and Mental Health Funding

At the state level, in budget negotiations, funding was secured for mental health and substance abuse with funding reductions; of \$5 million and \$3 million. During our multiple conversations with Senate and House leadership and with Chair Negrón, Vice Chair Rich, and Senators Gaetz, and Sobel as well as Chair Hudson and Vice Chair Corcoran we voiced Broward County's strong support for this funding. Within each category, Community Mental Health and Substance Abuse services, several line item allocations were included for specific project funding, leaving overall funding as follows: for CMHS, \$213,045,146 statewide and for CSAS, \$120,572,564 statewide.

Sexual Assault Treatment Center

Our firm worked throughout the budget process with Senators Negrón, Bogdanoff, Benacquisto, Rich, and Joyner and Representative Glorioso, to secure funding for sexual assault services. As a result of increased appropriations for sexual assault services in the FY 12/13 budget, the Sexual Assault Treatment Center (SATC) will receive \$100,000 increase in state funding. The SATC received \$95,000 in state funding during FY 11/12, from a combination of two sources, the Rape Crisis Program Trust Fund and General Revenue. Funding for FY 12/13 represents a 100% increase in funding.

In addition, there is \$1.5 million pending in CS/CS/CS/HB 1355, 2nd Engrossed and Enrolled, for statewide distribution that may also create an opportunity for SATC, all of which was a part of the Lauren's Kids effort on behalf of all Sexual Assault Treatment Centers.

CS/CS/CS/HB 1355, 2nd Engrossed & Enrolled, Section 6. For the 2012-2013 state fiscal year, the sum of \$1.5 million in nonrecurring funds is appropriated from the General Revenue Fund to the Department of Legal Affairs, Office of the Attorney General, for the relocation of victims of sexual battery as provided in s. 960.199, Florida Statutes, as created by this act.

Again, we will gladly provide you with any additional information or background requested on any issue. Please contact us at your convenience with any questions or comments.

Thank you.

- o Authorizes the Florida Housing Finance Corporation's State Apartment Incentive Loan Program (SAIL) to accept payment of deferred program interest at an interest rate that is consistent with rates currently authorized in law, provided the deferred interest is paid in not more than five equal annual installments. This section also provides authority for additional SAIL funding to preserve existing projects having financing guaranteed under the Florida Affordable Housing Guarantee Program. Projects shall be given priority for funding which meet specified criteria. The maximum amount that may be funded is \$2,500,000 per project, and authority for such funding expires on June 30, 2013.
- o This bill, except as otherwise provided above, takes effect July 1, 2012.

AHCA Medicaid Billing

During the 2012 session, the AHCA Medicaid billing issue became a major focus of Senator Gaetz, the incoming Senate President. At the beginning of Session and particularly during and throughout the budget process, the Senator worked toward his goal of having the Counties pay 'what was allegedly owed' to the state by each County. The Counties dispute the accuracy of the Agency for Health Care Administration billing accuracy to the Counties, as we know.

Senator Gaetz's original goal was that the funding owed by the Counties would be paid back to the state at an approximate 10 to 15 % reduced rate, through withholding of county revenue sharing funds, over the course of the next three years. In other words, as he completed his Senate Presidency, the Counties would have paid back the amounts owed to the state. This became a substantial fight throughout the session, with the terms of the issue changing frequently.

The Florida Association of Counties took on the task of negotiating a 'deal' that most of the large counties did not support. Our firm met multiple times on Broward County's behalf with Senator Gaetz to voice the County's opposition, the County's concerns with the accuracy of the AHCA billing process, amounts, billing addresses and a multitude of errors used to determine the funds 'owed' by each county.

The outcome was somewhat mitigated, albeit unpalatable. In summary, the bill would give Counties one of two options: 1) to pay 85% of the billing amounts owed (as calculated by AHCA) through the withholding the county revenue sharing funds; or 2) to pay 100% of the billing amounts owed (again as calculated by AHCA) and maintain the ability to challenge the billing accuracy before the Division of Administrative Hearings.

HB 5301 was signed into law by the Governor on 3/14/12. Chapter No. 2012-33

Child Protection Teams

The Child Protection Teams item in the current year funding, remains as funded last fiscal year. The Child Protection Team funding is contained within in the Grants and Aids Medical Services for Abused and Neglected Children appropriation, within the Children's Medical Services area of the Department of Health budget. During the course of the legislative budget process, we continuously met with Chair Negrón, Vice Chair Rich, and Senators Gaetz, and Sobel as well as Chair Hudson and Vice Chair Corcoran to voice Broward County's strong support on this funding.

Line 555 SPECIAL CATEGORIES

GRANTS AND AIDS - MEDICAL SERVICES FOR ABUSED/NEGLECTED CHILDREN
FROM GENERAL REVENUE FUND 12,292,307
FROM SOCIAL SERVICES BLOCK GRANT TRUST FUND 5,763,295

From the funds in Specific Appropriation 555, \$660,000 from the General Revenue Fund is provided as additional funding for Child Protection Team Medical Directors

State Housing Initiative Partnership (SHIP) Affordable Housing

The SHIP program was not funded this session, and \$98 million in doc stamp revenue collected in affordable housing trust funds was part of the trust fund sweep into general revenue to make up for revenue shortfalls again this fiscal year. Early in Session, it became clear that Senator Gaetz and the Senate had affordable housing funding concerns as it pertained to the Florida Housing Finance Corporation.

The Transportation and Economic Development Appropriations Committee meetings, during the start of the budget process, through Senator Gaetz, proposed SB 1996 which in effect, would have 'de-privatized' the FHFC in order to gain control of funding allocation by the State, through the legislative budget process. As the bill was introduced and discussed, the executive director of the FHFC was questioned extensively.

Chair Benacquisto and the entire committee by the end of the meeting had fully discussed the FHFC and the reasons why this de-privatization was being considered. The issue became apparent that the committee lost confidence that funding was being allocated across the state fairly, based on housing needs. The over funding and over development of affordable housing of both new and refurbished units in Orange County was the key focus, shortchanging other, more needy areas of the state. Additionally, Senator Gaetz discussed \$62 million dollars that was left unallocated by the FHFC which was of great concern of the committee members and in particular, Senator Gaetz, as the incoming Senate President. During questioning, the high amount of operating cost also came into question. It was discussed that the operating cost for the current fiscal year of the FHFC was \$15.1 million, which the committee felt to be unnecessarily high. These issues played a large part in the lack of funding for affordable housing this session, as it created a very low level of confidence in how the FHFC is run.

Department of Economic Opportunity
SB 1996 by the Budget Committee

The final results regarding affordable housing are contained in the Department of Economic Opportunity bill, SB 1996 (as part of the budget) will accomplish the following:

- Requires the Auditor General and the Office of Program Policy Analysis and Government Accountability (OPPAGA) to jointly conduct an audit and review of the programs and operations of the Florida Housing Finance Corporation. A work plan for such audit and review must be submitted to the President of the Senate and the Speaker of the House of Representatives no later than July 1, 2012. The audit and review shall encompass, at a minimum, a review of the corporation's assets, liabilities, income, and operating expenses, the internal management, financial and operational controls employed, the programmatic decision-making processes used, the governance, direction and oversight provided by the Florida Housing Finance Corporation Board of Directors, and the performance outcomes of the programs administered by the Florida Housing Finance Corporation. The audit and review shall also include formulation of recommendations to the Legislature for changes to the structure, governance and operational processes of the Florida Housing Finance Corporation. Unless otherwise directed in writing jointly by the President of the Senate and the Speaker of the House of Representatives, a written report on the audit and review shall be submitted to the President of the Senate and the Speaker of the House of Representatives no later than December 1, 2012. This section of the bill is effective upon becoming law.
- Authorizes the Florida Housing Finance Corporation to utilize up to 10 percent of its annual allocation of low-income housing tax credits, allocation of nontaxable revenue bonds, and State Apartment Incentive Loan Program funds appropriated by the Legislature and available to allocate by request for proposals or other competitive solicitation funding for high-priority affordable housing projects, such as housing to support economic development and job creation initiatives, housing for veterans and their families, and other special needs populations in communities throughout the state as determined by the corporation on an annual basis.

We met specifically with Senator Storms and Senator Margolis to amend this language into Senator Storms' bill, SB 594, which was to be heard in committee on 2/22/12. Senator Margolis filed the amendment to the bill with the sponsor's support, but the overall bill was temporarily postponed due to issues unrelated to the informed consent language and was not brought back for a hearing.

We continued to push and worked with Senator Sobel and Senator Rich to offer this amendment multiple times to SB 544 sponsored by Senator Sobel, SB 1316 by Senator Gaetz, which were the only germane bills moving through the process, however, leadership determined neither bill amendable and neither of these bills passed.

Ocean Outfall

- SB 724 by Senator Diaz de la Portilla
- HB 989 by Representative Gonzalez

The 2012 Ocean outfall bill would have accomplished the following:

- Given authorization to discharge up to 5% of annual (peak) flows for more cost effective management, thereby reducing by more than half the capital cost of additional treatment and disposal capacity. Allowing up to 5% of annual flows to continue to be discharged thru the outfalls during peak flow events would reduce the capital cost of needed facilities by \$820 million for Miami-Dade County, \$300 million for Broward County.
- Added the option to apply the 60% reuse requirement to the entire utility wastewater flows instead of just the outfall flows, thereby gaining credit for reuse that is already planned at facilities not served by the outfalls.
- Moved the plan submission date from 2013 to 2014 and the initial nutrient reduction compliance date from 2018 to 2020; the 2025 date remains the same for closing the outfalls to all but peak backup reuse flows.

As we emphasized throughout the session, the critical difference between the bill this year and the bill filed last year is that the existing 2025 deadline for final compliance remains in effect.

We were instrumental in securing the House sponsor, Representative Gonzalez, who we met with many times in order to secure his sponsorship. Once the bill was filed and referenced, we went to work ensuring hearings in each of its committees of reference: the Agriculture and Natural Resources Subcommittee and the State Affairs Committee. We worked the membership of both committees, and both passed the bill unanimously. Finally in the House, we were instrumental in getting the bill on the special order calendar, meeting with leadership on this to get the full House to take the bill up for a vote and pass it. The bill passed the House unanimously.

In the Senate, we worked to get this bill heard in its committees of reference, the committees on Environmental Preservation and Conservation; Community Affairs and Budget, which was then subreferred to the Budget Subcommittee on General Government Appropriations. We worked with all of the members of each of these committees prior to each hearing and subsequently, the bill passed unanimously out of all. The House bill sat in messages to the Senate, and the Senate bill was never brought to a vote on the floor. The Senate bill became a victim of political goings on in the Senate unrelated to ocean outfall. The bill was never brought up for a vote in the Senate.

- CS/CS/HB 1223, 2nd Engrossed & Enrolled, by Representative Albritton (Companion to CS/CS/SB 1122 as amended, by Senator Latvala)

The 2012 Broward County legislative package included an issue seeking to pass language exempting motor vehicle owners from liability for red-light camera citations when it is established by affidavit that the owner was deceased at the time of the citation issuance.

Throughout the Session, we worked to identify bills that were potential vehicles to amend this language on to, several of which were stopped and/or did not move because of the controversial nature of this issue, for example HB 343 sponsored by Representative Nehr.

Early in Session, it became clear that this issue would only be available to be amended as a singular issue, into the Highway Safety and Motor Vehicle department bill or to the Department of Transportation bill or other transportation bills. Any bill regarding red light cameras was deemed radioactive, due to the faction of House members that were looking to repeal the entire act.

Our firm met with Senator Latvala, the sponsor of both the DHSMV bill and the DOT bill. The Senator agreed to include the language in both bills, and we worked out a plan to amend the language. Additionally, we worked with the House sponsor, Representative Albritton to include this same language in the House companion of the DHSMV package, HB 1223. Simultaneously, we worked with Representative Brandes, the sponsor of the House DOT package, HB 1399. Representative Kiar was helpful throughout session in making clear to bill sponsors that this issue was a priority for Broward County and in fact, was the sponsor of the amendment that added the language to the DHSMV package to the House bill, HB 1223.

Due to political issues unrelated to this language, the DOT legislative package was held and not heard in the Senate, however, an omnibus amendment including this language, was amended to HB 599, a bill that addressed transportation and mitigation programs on the last night of session.

The final outcome of this language is that it passed as part of two separate bills, HB 599 and HB 1223 and both are awaiting action by the Governor. The language in HB 599 takes effect July 1, 2012 and the language in HB 1223 takes effect January 1, 2013.

Informed Consent regarding Cosmetic Surgery

As part of the Broward County legislative package of issues, we worked to amend language that would have done two things: first, amending Section 706.103, F.S., Florida's medical consent law, to ensure that informed consent for elective cosmetic surgical procedures is obtained at least an hour before the procedure is actually performed. This will allow appropriate physician-patient dialogue about the substantial and inherent risks associated with the cosmetic surgical procedure without rushing the patient to sign the consent form; and second, to ensure that a patient's informed consent is not used as vehicle to pressure the patient to waive the presence and assistance of licensed health care practitioners, who are required by state law, agency rule, or medical practice standards to be present to assist the surgeon during the administration of anesthesia, for example, or if an emergency situation should occur during the procedure.

Our firm worked extensively with Commissioner Lieberman throughout the session, and met with the membership of the House and Senate health care committees, Broward Delegation and leadership on this issue. (Including Senators Braynon, Garcia, Rich, Ring, Smith, Sobel, Storms, Gaetz, and Margolis, and Representatives Corcoran, Gibbons, Gonzalez, Jenne, Jones, Patronis, and Schenck among others) During these and other meetings, we received positive feedback and support for this issue.

Although short on revenues, the 2012 session was not short on political intrigue. With House and Senate presiding officers at odds, a number of members of the House slated to run against one another and the fight for the future leadership of the Florida Senate, the "politics" of Tallahassee impacted many major votes and issues.

The interim promises to be just as intriguing, with all 120 House seats and all 40 Senate seats up for election or reelection. Meanwhile, as the Legislature has redrawn the Senate maps, the Supreme Court will undertake a final review although still being held by the Attorney General and not yet transmitted to the Court. If not drawn to their satisfaction, it is possible, some would even say likely, that the Court will draw completely new Senate maps themselves.

Below please find a summary of our assigned issues and work on behalf of Broward County. We will gladly provide you with any additional information or background requested on any issue. Please contact us at your convenience with any questions or comments.

BROWARD COUNTY - ISSUES

Electronic Filing of Construction Plans/Broward SOLAR Language

- CS/CS/SB 704, 2nd Engrossed & Enrolled by Senator Bennett (companion to CS/CS/HB 651, 1st Engrossed by HB 651 by Representative Davis)

The County is the recipient of a U.S. Department of Energy Sunshot Initiative grant, and as a part of the grant requirements, needed statutory changes to allow for a owner-as-contractor licensure exemption for persons installing solar panels to allow the owner to submit documents and sign electronically, waiving the requirement that the owner personally appear and sign at the building office.

Senator Bennett was the sponsor of several growth management bills again this session, two in particular that related to building construction and inspection, SB 600, with the house companion sponsored by Representative Ahern, HB 387; and SB 704, with the House companion sponsored by Representative Davis, HB 651.

Our firm began work with Senator Bennett on this language very early in the process, to amend SB 704. We met several times with the Senator and it was agreed that he would accept this language amended to his bill and Senator Rich agreed to sponsor the amendment. Simultaneously, our firm met with Representative Ahern and his staff, who initially agreed to sponsor the language but political forces intervened and that was not to be. We then continued to work on Rep. Ahern but at this same point, we shifted our focus to Senator Bennett's SB 704, which was also a germane bill and which had a different House bill sponsor, Representative Davis. Throughout the session, our firm and County staff met several times with the Senator, his staff and with industry lobbyists that would be affected; the solar industry, electric company representatives, the building code and construction industry, and others, to narrow the language so that it specifically applies to the exact individuals that would be working within the grant parameters. Our firm worked with Representative Davis, who agreed to the language as well.

The solar grant amendment language passed in SB 704 (HB 651), and was signed into law on March 23, 2012. This specific provision takes effect July 1, 2012.

Red Light Camera Citations for Deceased Persons

- CS/CS/CS/HB 599, 2nd Engrossed & Enrolled sponsored by Representative Pilon and cosponsored by Representative Dorworth

- Provide a comprehensive end of session report detailing the resolution of all issues worked on, detailing all actions taken on such issues.

SAMPLE REPORT

Ronald L. Book, P.A. is fully prepared to provide weekly session reports and monthly reports during the interim, on all issues assigned to our firm and of interest to the City. We will also provide additional updates by e-mail and/or telephone as necessary. Our reports include a brief summary of pertinent issues assigned to our firm, with an explanation of the issue and its status, anticipated action during the upcoming week and suggested action plan that City administrators or elected officials may implement. We also provide additional information on various local government issues that the City may find of interest. We pride ourselves on providing insightful, accurate and timely reports.

Attached please find a sample report from the 2011 session from Ronald L. Book, P.A.



Ronald L. Book, P.A.
LAW OFFICES
PROFESSIONAL ASSOCIATION

MEMORANDUM

To: Gretchen Harkins, Director
Office of Intergovernmental Affairs & Professional Standards
Broward County

From: Ronald L. Book, Esq.
Kelly C. Mallette
Rana G. Brown

Date: April 4, 2012

RE: 2012 Legislative Session – Final Session Report

Ronald L. Book, P.A. would like to first and foremost extend our appreciation for the opportunity to represent Broward County.

The 2012 Legislative Session ended at 11:59 pm on Friday, March 9th, bringing to a close a most unusual legislative session rife with member factions that included a failed coup to overturn the second designated Senate President as detailed in the Week 7 Report. In addition to the main focus of redistricting, this was a session that dealt with a number of highly politicized issues such as the ocean outfall issue, the Department of Health restructure, the parent trigger charter school bill, prison privatization, and major PIP insurance reform.

TAB E: REPORTS | CORRESPONDENCE

- Discuss how you will report pertinent information back to City staff. Also provide samples (if any) of any reports and other forms of correspondences (letters, notifications, etc.) you will use for such purposes.

COMMUNICATION | REPORTS | CORRESPONDENCE

Our firm offers unparalleled knowledge and experience in the political process, gained from direct participation in the process. As noted, each member of our firm has, at one time or another, worked for government. Hence, we bring the kind of perspective that only an “insider” can offer. With just over 75 years of experience in legislative affairs between us, we stand ready to represent the City of Fort Lauderdale. We are confident that we can provide meaningful and effective service as we work toward accomplishing your legislative goals. We are fully prepared to:

- Report and meet with the City on an as needed basis during the legislative session, interim committee meetings and special sessions on those issues important to the City and the actions taken on such issues.
- Report and meet with the City on a monthly basis when the Florida Legislature is not in session.
- Prepare a monthly report (weekly during session), in a timely manner, advising the City of the current status of all issues that they are monitoring or tracking that may affect the City, the actions taken on such issues, and recommendations for future actions on such issues.
- Raise, discuss and recommend any affirmative legislative action that may benefit the City.
- Be available on a twenty-four hour basis during the session: assisting in writing, interpreting and monitoring legislation and regulations; drafting legislation, amendments, proviso language, position papers and testimony; and providing monthly written progress reports detailing services that have been rendered.
- Provide a full range of lobbying, legislative counsel and advocacy services including meeting with members of the Legislature, testifying at committee meetings on the City's behalf, assigning a designated person to closely monitor and review all substantive floor amendments and bills and preparing reports advising the City of the current status of legislation during the legislative session.
- Integrate our efforts with the City Manager to ensure a strong consistent legislative program.
- Obtain documentation and research material upon request.
- Arrange for meetings with members of the Broward County Legislative Delegation, and other members of the state legislature, including those in leadership positions and on key committees, senior staff of the state legislature and key officials in the Governor's office and critical state agencies.

- D.5 Provide any additional information pertinent to your capability, demonstrated past performance; workload and availability to the City.

PERFORMANCE | WORKLOAD | AVAILABILITY

During the legislative session and the interim Ronald L. Book of Ronald L. Book, P.A., and members of the firm will continue to be fully available to the City of Fort Lauderdale Mayor, Commissioners, Manager and executive staff and any of their designees.

We understand that a successful legislative program requires that each member of the team be available to you 24 hours-a-day, seven days a week to respond to questions and/or comments, to provide direction and facilitate strategy as we work toward accomplishing the City's legislative goals.

As a result of the fast-paced nature of the legislative process, it is important to begin implementing strategies that will allow us to accomplish our goals well in advance of the legislative session. More importantly, however, it is important to maintain constant awareness and communication as the legislative process and the priorities and direction of legislative leadership can change at a moment's notice. We pride ourselves on the fact that we are prepared for anything, ready to respond to such change and develop new strategy as often as necessary to obtain successful results.

We treat every issue – every amendment, every bill, and every budget request – as a priority, to ensure that we are not approaching issues from a reactionary perspective, but a proactive one. Furthermore, we understand that the legislative process is not a process that begins and ends in the 60-day legislative session, but rather a year-round process that requires constant vigilance, commitment and dedication.

As a member of the Florida Bar, Ronald L. Book would not accept work for the firm that we are not fully prepared to aggressively and effectively pursue, and we are prepared to continue to capably represent the City of Fort Lauderdale. I, along with my associates, take the Code of Professional Responsibility very seriously, which obligates us not only contractually, but professionally as well.

- D.4 What other Florida Cities and Counties does/has your firm represent(ed), and how many years has your firm represented those firms?

RONALD L. BOOK, P.A. LOCAL GOVERNMENT CLIENT LIST	PERIOD OF SERVICE (APPROXIMATE)
Brevard County	2009 - Present
Broward County	1996 - Present
City of Aventura	1999 - Present
City of Cooper City	1998 - Present
City of Hallandale Beach	2008 - 2010, 2011 - Present
City of Lauderdale Lakes	2004 - Present
City of Miami	1997 - 2011
City of Miramar	2000 - Present
City of North Miami	1995 - Present
City of North Miami Beach	1995 - Present
City of Palm Bay	2004 - Present
City of Pinellas Park	2002 - Present
City of Riviera Beach	2009 - Present
City of South Bay	By project basis
City of Sunny Isles Beach	2000 - Present
City of Sunrise	2005 - Present
City of Tallahassee	2002 - Present
City of Tamarac	2001 - Present
Miami-Dade County	1995 - Present
Pinellas County Board of County Commissioners	2001 - Present
Village of Bal Harbour	2000 - Present
Village of Palmetto Bay	2002 - Present
Village of Royal Palm Beach	2005 - Present

City of North Miami

Accomplishments: We have represented the City of North Miami for nearly 20 years, during which time we have secured tens of millions in funding for the development the City's Museum of Contemporary Art and other economic development projects, millions for stormwater/drainage improvements, and millions for various park projects and youth programs.

City of North Miami Beach

Accomplishments: We have represented the City of North Miami Beach for nearly 20 years; during which time we have secured millions in funding for parks and recreation and various economic development projects, including restoration of highland lakes village.

City of Pinellas Park

Accomplishments: The City of Pinellas Park has been our client for approximately 12 years. We have secured millions in funding, year after year, to assist the City with renovations to Park Boulevard, a major thoroughfare. Additionally, we have assisted the City in stopping several local bills that would have adversely impacted their fire rescue operations services.

City of Sunny Isles Beach

Accomplishments: We have represented the City of Sunny Isles Beach since its incorporation in 1997. We have secured funding to defray the costs of the preparation of the City's comprehensive plan as well as millions in funding for stormwater improvements and renovation of City parks. Recently, we assisted the city with the restoration of a beach pier, an important economic development project.

Village of Palmetto Bay

Accomplishments: Our firm has represented the Village of Palmetto Bay since its incorporation in 2002. In that time, we have secured funding for City approximately \$2.7 million for the purchase of the C-100 Historic Bayfront property and hundreds of thousands in FRDAP grants for parks projects.

Outcome: Extremely Low-Income Housing Program approved and funded with \$30 million in non-recurring revenue during the 2006 Regular Session and tens of millions in funding in following years.

Below please find a listing of some additional local government clients, along with a sampling of our accomplishments throughout the years of representation.

Broward County

Accomplishments: Broward County has been our client for more than sixteen years. Issues our firm has fought hard for include Article V, Affordable Housing and Growth Management. We developed legislation creating Florida's Extremely Low Income housing program and secured \$30 million in funds for the program. We successfully defeated legislation that sought to preempt counties from regulating moving services, a critical priority for Broward County. Additionally, we have assisted in passage of numerous local bills, the most notable of which was creation of the countywide special district to fund children's services.

Miami-Dade County

Accomplishments: Miami-Dade County has been our client for more than seventeen years. Over the years we have secured funding for a number of projects, and we have assisted in creating and amending substantive law. Our work has brought millions to Miami-Dade for projects such as the Juvenile Assessment Center, the Juvenile Alternative Services Program (JASP), Elderly Meals Programs, the Trial Court Conflict Program and many others. We have passed several pieces of legislation that have helped the County manage the changes to Article V, Revision 7 of the state constitution, including a measure that allows Miami-Dade County to continue payment of courthouse bonds. Most recently, we assisted Miami-Dade County with critical exemptions to the property tax reform legislation approved during the 2007 B special session. Additionally, during the 2007 Regular session, we passed legislation granting Miami-Dade County a long-term, \$1 per year lease of a state building. Prior to the session, Miami-Dade County was in negotiations to purchase the building at a cost of \$18 million.

Pinellas County

Accomplishments: Over the past 11 years, we have secured funding for a number of projects, and we have assisted them in creating and amending substantive law. Here are some specific examples: funding for non-emergency transportation services, passed legislation creating statutory guideline for disposition of unclaimed bodies and indigent burials, funds for beach renourishment and funds for bridge construction and renovation.

City of Aventura

Accomplishments: The City of Aventura has been our client since its incorporation in 1995. We have secured millions in funding for improvements to stormwater systems and secured funds for the city's Emergency Operations Center. We also passed legislation expanding the city's eminent domain powers, and we passed legislation that removed the local government pre-emption for termite and pest inspections. Additionally, we secured funding to assist the City in development of their comprehensive plan.

Client: University of Miami

Issue: Exemption from DRI requirements

Background: The University of Miami sought a release of the DRI requirement in order to expedite the development of their Bioscience Center, which is a \$1 billion project in Miami-Dade County. Although we were successful in passing legislation to exempt them from the DRI requirement, the legislation was vetoed by the Governor due to other provisions within the bill unrelated to the DRI exemption.

Outcome: After the bill was vetoed, our firm immediately organized meetings with University stakeholders, the office of the Governor and the Department of Community Affairs and has since negotiated a binding letter with the Department of Community Affairs that allows the University to move forward on developing the project without undertaking a DRI review. Again, it is a \$1 billion project that will create 22,000 construction jobs and 4800 permanent jobs.

Client: City of Miami

Issue: Modification of Deed Restriction at Watson Island

Background: The City of Miami was seeking a modification of the deed restriction at Watson Island. The original deed restriction prohibited the City of Miami from leasing any of the property to, "any private person, firm or corporation for any private use or purpose." Furthermore, the deed restriction also prohibited, "any private person, firm or corporation to construct any islands, fills, embankments or structures for any private use or purpose." The City of Miami asked us to work with the state to release the City from the deed restrictions in order to lease the property so that it could be developed into a mixed use facility to include marina, hotel use, fractional share/timeshare licenses and retail. Our firm immediately began by utilizing our relationships at the Department of Environmental Protections, Division of State Lands in order to negotiate a partial modification of the Deed Restriction. We worked closely with the Division of State Lands and advocated on behalf of the City to negotiate an agreement that would allow the City to proceed with the development.

Outcome: After much negotiation, we were successful. We reached an agreement with the Division of State Lands for a partial modification of the deed restriction. Once that was completed, the matter had to be approved by the Florida Cabinet. We met with the Cabinet members and Cabinet aides and the agreement was approved.

Client: Village of Palmetto Bay and City of Miami Gardens

Issue: Five-year exemption from statutory property tax rollback for newly incorporated municipalities

Background: The Cities of Palmetto Bay and Miami Gardens are recently incorporated municipalities that had not fully developed their tax base. Therefore, both cities sought an exemption from proposed property tax rollbacks in order to allow them to capture the full-amount available through development and incorporation.

Outcome: This language was approved in 2007 Special Session B.

Client: Broward and Miami-Dade Counties

Issue: Extremely Low-Income Housing Program creation and funding

Background: Miami-Dade County was seeking a program with funding in order to develop and provide housing to extremely low income individuals.

- D.3 Describe five major successes your firm has had for clients in the past five years.

RONALD L. BOOK, P.A.

Established in 1987, Ronald L. Book, P.A. specializes in providing government affairs services. Although we have a diverse and varied clientele, our firm was a pioneer in the representation of local governments nearly 20 years ago simply because we believe that local governments deserve the same professional and effective representation as any Fortune 500 company. As a result, our local government clients have benefited from our firm's philosophy - "It CAN be done."

At Ronald L. Book, P.A. we are proud that we have more experience in the appropriations process than any of our competitors. Our success in the budget process is attributable to our direct knowledge of that process. Our firm has experience with budget matters at all levels of government gained from direct employment with those entities. Each associate brings a working knowledge of budget matters from executive, legislative and local perspectives. For example, as Special Counsel to Governor Bob Graham, Ron Book drafted and passed, literally, hundreds of budget amendments, giving him a rare and unique insight and detailed knowledge of Florida's appropriations process.

Furthermore, our experience representing local governments allows us to bring an in-depth perspective on major areas of importance to these entities such as economic development, emergency preparedness, local government pre-emption, taxation and water and sustainability issues.

Clients, Experiences, Capabilities

We believe our qualifications are best evaluated through the success we have had on behalf of similar clients. As such, below you will find a listing of several of our clients, along with a brief description of five of our major accomplishments on their behalf, with an emphasis on key economic development success.

Client: Miami-Dade County

Issue: Completion of the Port of Miami Tunnel

Background: For many years, Miami-Dade County has planned a tunnel which will allow truck traffic to move quickly from the Port to other regional roads. Through a partnership with the state and federal government, Miami-Dade County secured funds to complete the initial stages of tunnel development. In late 2008, it became clear that the state had concerns related to the tunnel project and could not continue to move the project forward, ending years of effort by many stakeholders to complete the project, and threatening the growth of the County's port and the decline of the economy in the region. Our office worked closely with Miami-Dade Delegation, key legislative leaders, the office of the Governor and the Secretary of the Department of Transportation to find a solution to the issues which prevented the project from moving forward.

Outcome: Issues resolved amongst all parties and project is moving forward.

University to move forward on developing the project without undertaking a DRI review. Again, it is a \$1 billion project that will create 22,000 construction jobs and 4800 permanent jobs.

In addition to the specific examples above, we have also assisted clients with:

- Obtaining Medicaid Provider numbers (Agency for Health Care Administration)
- Certificate of Need applications (Agency for Health Care Administration)
- Regulations related to stamping of cigarettes for resale (Department of Business and Professional Regulation)
- Physician licensure (Department of Health)
- Worker's Compensation claims filing process (Department of Financial Services)
- Regulations for maintenance activity at apartment complexes (Department of Business and Professional Regulation)
- Various water issues (South Florida Water Management District)
- Permitting Issues (Department of Environmental Protection, Department of Community Affairs, South Florida Water Management District)

- D.2 Demonstrate your firm's experience and understanding of legal implications of proposed laws and proposals that have been under consideration by Florida administrative bodies, and how you assisted your past clients regarding same.

Client: City of Miami

Issue: Modification of Deed Restrictions at Watson Island

Background: The City of Miami was seeking a modification of the deed restriction at Watson Island. The original deed restriction prohibited the City of Miami from leasing any of the property in question to, "any private person, firm or corporation for any private use or purpose." Furthermore, the deed restriction also prohibited, "any private person, firm or corporation to construct any islands, fills, embankments or structures for any private use or purpose."

Action: The City of Miami asked us to work with the state to release the City from the deed restrictions in order to lease the property so that it could be developed into a mixed use to include marina, hotel use, fractional share/timeshare licenses and retail. Our firm immediately began by utilizing our relationships at the Department of Environmental Protections, Division of State Lands in order to negotiate a partial modification of the Deed Restriction. We worked closely with the Division of State Lands and advocated on behalf of the City to negotiate an agreement that would allow the City to proceed with the development. Ultimately, after much negotiation, we were successful. We reached an agreement with the Division of State Lands for a partial modification of the deed restriction. Once that action was completed, the matter had to be approved by the Florida Cabinet. We met with the Cabinet members and Cabinet aides and the agreement was later approved.

Client: Florida Association of Rehabilitation Facilities

Issue: AHCA rate setting methodology for Intermediate Care Facilities for the Developmentally Disabled (ICF/DD)

Background: Following the 2012 Legislative Session, the Agency for Health Care Administration began the task of calculating rates for the remainder of the 2011/12 Fiscal Year. The rate setting methodology used by AHCA was of concern to our clients, the operators of ICFDD facilities throughout Florida, because the methodology yielded a lower daily rate than we believed the Legislature intended.

Action: We worked closely with AHCA senior officials to explain our concerns with the rate setting methodology and offer appropriate alternatives. Ultimately, we came to agreement with AHCA on a fair and appropriate methodology.

Client: University of Miami

Issue: Release of DRI requirements in large scale development

Background: The University of Miami sought a release of the DRI requirement in order to expedite the development of their Bioscience Center, which is a \$1 billion project in Miami-Dade County. Although we were successful in passing legislation to exempt them from the DRI requirement, the legislation was vetoed by the Governor due to other provisions within the bill unrelated to the DRI exemption.

Action: After the bill was vetoed, our firm immediately organized meetings with University stakeholders, the office of the Governor and the Department of Community Affairs and has since negotiated a binding letter with the Department of Community Affairs that allows the

Performing Arts Center of Greater Miami

- **Director of Governmental Relations (October 1999–March 2000)**

Developed and advanced legislative policy to further the goals of the Center working with State government, Miami-Dade County and the City of Miami. Established and implemented the policy of the Performing Arts Center Neighborhood Committee, comprised of board members, residents and business owners, for the betterment of the surrounding neighborhood in downtown Miami. Worked to pass the Large Facility Grant Program to ensure state funding. While working at the Performing Arts Center, a project of Miami-Dade County, was recruited to work in the Office of Intergovernmental Affairs within the County Mayor's office.

Florida Senate

- **Senior Legislative Assistant, State Senator Ron Silver (January 1994 – October 1999)**

Responsible for legislation, policy and briefings on Florida current affairs. Assisted in the development and promotion of the legislative agenda. Responsible for guiding the Senator's extensive legislative and budget agenda which included issues for Miami-Dade County, and cities within the district, as well as on behalf of organizations in South Florida. Represented the Senator while working with all members of the Senate, House of Representatives, Governors, lobbyists and staff as well as represented the Senator at district functions and meetings throughout the community.

- **Research Assistant, Majority Office (October 1993 – January 1994)**
Researched and monitored legislation and prepared briefings for all Senators.

- **Research Assistant, President Pro-Tempore (December 1992 – October 1993)**
Researched and monitored legislation and prepared briefings for all Senators.

- **Assistant to the Press Secretary, Office of the President (January 1991–December 1992)**

Assisted the Press Secretary in speechwriting, researched and prepared briefings, coordinated media interviews and events.

Florida Democratic Party

- **Assistant to the Press Secretary (July 1990 – January 1991)**

Assisted the Press Secretary with research, speechwriting, campaign literature for local, state and statewide elections. Researched current affairs for a statewide television show involving a political point/counterpoint discussion.

Education

- Florida State University, B.A. in History, April 1991

Personal Interest

- Member, Executive Committee, Miami-Dade County Homeless Trust Board
- Hobbies include travel, music, arts and reading history, culture and politics

RANA G. BROWN

WORK EXPERIENCE

Ronald L. Book P.A.

- **Government Affairs Consultant** (February 2008 – Present)

Responsible for assisting in the advancement of client issues at state and local levels, providing legislative, government relations, strategic planning and public relations services, including legislative drafting services, research, analysis and monitoring, report preparation and other services for the firm's clients.

Greater Miami Chamber Of Commerce

- **Senior Vice President, Advocacy** (October 2004 – February 2008)

Lead and managed the Advocacy division of the nation's fifth largest chamber of commerce. Develop and implement all governmental relations for the Chamber's Chairman, President and the over 2,000 community business leaders who are active in the Chamber. Responsible for developing a local, state and federal committee system, defining and developing business issues, engaging Chamber members, elected officials and addressing issues at all levels of government. Responsible for Chamber events with all local, state and federal officials. Successfully coordinated and hosted the 2006 Gubernatorial Candidate Forum, an issues debate during the Chamber's annual Goals Conference. Responsible for writing a local, state and a federal issues package, guiding issues through the Chamber's substantive committee process, the advocacy committee process as well as the executive committees of the Chamber. Responsible for development and enactment of a new year-long series of governmental relations events which includes the development of a detailed departmental budget. Promoted to management team within the Chamber executive staff within seven (7) months. The Chamber management team responsibilities include staff leadership and overall direction of the Chamber.

Office of Mayor Alex Penelas, Miami-Dade County

Office of Intergovernmental Affairs

- **Assistant Director** (December 2003-October 2004)

Assisted in advancement of legislative and budgetary agenda items of the Mayor and County Commission at the State and Federal government level; coordinated goals of various elected State officials, County officials and departments including lobbying, communications, writing on a wide range of issues. Advanced issues such as access to health care, early childhood education, transportation, homeland security and emergency preparedness, funding for state judicial system and regional impact of the Base Realignment and Closure Act. Responsible for the development of an ongoing comprehensive 2004 State Legislative Agenda and the 2004 State Legislative Report.

- **State Government Coordinator** (March 2000–August 2002)

Assisted in managing the state legislative, funding and policy goals for the County with the Miami-Dade County lobbying team and County staff. Advocate on behalf of Miami-Dade County on issues such as access to health care, early childhood education, transportation, homeland security and emergency preparedness, funding for state judicial system and regional impact of the Base Realignment and Closure Act. Responsible for the development of an ongoing comprehensive State Legislative Agenda for the 2001 and 2002 Sessions and the State Legislative Report of the 2000, 2001 and 2002 Sessions.

Roetzel and Andress

- **Legislative Assistant for Governmental Affairs** (February 2003 – December 2003)

Responsible for assisting head lobbyist in the advancement of client issues which included health care, pari-mutuels, transportation, affordable housing, prison manufacturing industry, and state university funding.

Senior Policy Advisor • Office of Mayor Joe Carollo
3500 Pan American Drive, Miami, Fl 33133, (305) 250-5300

July 1997 to September 1999

Mayor Joe Carollo was the Mayor of the City of Miami during the City's financial crisis, one of the most difficult times in the city's history.

Advised on all policy matters. Researched and prepared Mayor Carollo for all city commission meetings. Drafted and reviewed legislation. Acted as formal press secretary including direct contact with members of the press, both print and broadcast. Wrote and issued formal press releases, and coordinated media conferences. Acted as liaison between the Mayor's office and the city administration as well as other local, state, national, and international agencies. Prepared speeches for mayoral presentations including annual state-of-the-city address and budget address. Organized large-scale special events including the annual state-of-the-city address. Advised on matters of protocol including meetings with various heads of state of international governments. Delivered speeches and proclamations on behalf of the mayor, and represented him at various political and community events.

AWARDS, HONORS AND AFFILIATIONS

- Commissioner, Village of Biscayne Park
- Board Member, Safe Neighborhood Parks Bonds Committee, appointed by Miami-Dade County Commissioner Sally Heyman
- Board of Directors, Downtown Bay Forum
- City of Miami Beach Certificate of Appreciation for Outstanding Service
- City of Miami Salute for Outstanding Service
- Leadership Miami Alumnus, Greater Miami Chamber of Commerce (1998)

Member of the Board of Directors of the Epilepsy Foundation of South Florida, Inc.; Member of the University Outreach Development Council; Chairman of the Olympic Soccer State Affairs Committee; and Member of the Governmental Relations Committee; Member of the Board of Joe DiMaggio Children's Hospital; Member of the Board of Directors of the Milton Littman Scholarship Foundation; Chairman of the Miami-Dade Homeless Trust, administering a \$41 million budget; Member and Chairman of the Board for the Baudhuin Oral School Board of Governors; Member of the Board of the Inner City Youth Center, Inc.; Member of the Miami-Dade County Article V Implementation Advisory Committee, and Member of the Greater Miami Chamber of Commerce distinguished Board of Governors; Pro Bono Counsel to Florida's Council on Physical Fitness; Special Pro Bono Counsel to Broward Partnership on Homeless; Special Pro Bono Counsel to Epilepsy Foundation of South Florida and the Florida Breast Cancer Coalition; Florida Council Against Sexual Violence; Member of the Orange Bowl Foundation Board of Directors 2005 - 2008; Chair of Children's Home Society of Florida Foundation; Trustee Member of United Way of Miami-Dade; Executive Committee Member, The National Conference for Community and Justice; Trustee Member of United Way of Miami-Dade; Executive Committee Member, The National Conference for Community and Justice; and Trustee Member of United Way of Miami-Dade; Member of Miami-Dade County Mayor's Mental Health Task Force; Chairman of the Mental Health Care Finance and Sustainability Subcommittee; Member of Advisory Board for new *Master's Degree in Education Law* at Shepard Broad Law Center, Nova Southeastern University; member of *Miami-Dade Community Affordable Housing Strategies Alliance Task Force*; Board Member, Overtown Youth Center Board of Directors; Chairman, *Partnership For Recovery/No Blue Roofs*, administering a \$15 million budget. Book is a founding member of Lauren's Kids, Inc., a 501(c)(3) created to help children who have become victims and survivors of sexual assault; Florida Senate's appointment to Board of Directors for the Council on the Social Status of Black Men and Boys; Board member, Domestic Violence Oversight Board.

Mr. Book currently operates his own practice out of Aventura and Tallahassee. Of all his accomplishments, Ron and his wife, Pat, are most proud of their children, Lauren (27), Samantha (25) and Chase (19).

RONALD L. BOOK, ESQ.

EXPERIENCE:

1987-Present Ronald L. Book, P.A
Firm specializes in Governmental Affairs and Administrative Law.

1983-1985 Sparber, Shevin, Shapo & Heilbronner and Book, P.A., Partner
and Director of Administrative and Government Law Department.

1981-1983 Sparber, Shevin, Rosen, Shapo & Heilbronner, P.A., Associate.

1978-1981 Governor Bob Graham - Special Assistant, Cabinet and Legislative
Affairs Office, 1978-1979.
Director of Governor's Cabinet and Legislative Affairs Office, 1979-
1980.
Five (5) for Florida's future, 1980.
Special Counsel on Cabinet and Legislative Affairs, 1980-1981.

1973-1975 Florida House of Representatives

EDUCATION:

1977 Tulane University, Juris Doctor

1974 Florida International University, Bachelor of Arts

1971-1973 University of Florida
(Member of Student Senate 1972-1973)
(Member of Fighting Gator Track Team 1971-1973)

1971 North Miami Senior High

PERSONAL

Married to wife Patricia for 27 years
Three children: Lauren, 27, Samantha 25 and Chase, 19.

ACTIVITIES & MEMBERSHIPS:

Former Member of the University of Florida Fighting Gator Track Team; Board of Florida International University Alumni Association; Founder, President, and Coach of North Miami Track Club; Member of Dade County and Florida Bar Associations; American Bar Association and American Judicature Society; Member of the Florida Bar Administrative Law; Health Law and Judicial Poll Committees; Member of Florida International University Presidential Search Advisory Committee; Member of Special Governor's Committee to Study and Recommend Revisions to the Operation of the Division of Administrative Hearings; Previously served as Pro Bono Counsel to Coconut Grove Playhouse; Co-Chair of Greater Miami Sports Council; Trustee Member of Greater Miami Chamber of Commerce; Local Organizing Committee Sunshine State Games; Vice-Chairman of Finance Committee; Chairman of North Dade Area Council of the Greater Miami Chamber of Commerce; State Affairs Committee; Legislative Affairs Committee; Special Olympics Gold Sponsor; Board Member Memorial Hospital Foundation; Member of the Steering Committee for the Summit of the Americas;

RANA G. BROWN

Rana G. Brown, Government Affairs Consultant with Ronald L Book, P.A., has over 18 years of experience in government affairs. Ms. Brown specializes in legislative procedure with emphasis on state and local government and various private sector interests. Prior to joining Ronald L. Book, P.A., Ms. Brown headed the Advocacy department of the Greater Miami Chamber of Commerce where she restructured and developed the Chamber's government affairs focus to address issues affecting the business community at the local, state and federal levels. Prior to her work at the Chamber, Ms. Brown held the position of Assistant Director of Intergovernmental Affairs within the office of the Mayor of Miami-Dade County, where she worked on behalf of the County before the state legislature, state agencies and executive branch. Ms. Brown's experience also consists of nine years as staff in the Florida Senate both in Tallahassee and Miami, including work in the office of the Senate President and six years as a legislative assistant to a South Florida legislator. Ms. Brown holds a B.A. in History from Florida State University.

RONALD L. BOOK, P.A. ORGANIZATIONAL CHART

Ronald L. Book, Esq., President & CEO | Ronald L. Book, P.A.

Ronald L. Book will serve as the project manager. He will direct all aspects of the services provided, and will oversee the work of Ronald L. Book, P.A. firm professionals. He will provide governmental affairs and consulting services, including direct legislative and executive branch lobbying.

Kelly C. Mallette | Director of Government Affairs | Ronald L. Book, P.A.

Ms. Mallette will provide direct legislative and executive branch lobbying under the direction of Mr. Book.

Rana G. Brown | Government Affairs Consultant | Ronald L. Book, P.A.

Ms. Brown will provide direct legislative and executive branch lobbying under the direction of Mr. Book.

Since opening his own firm, Ron has developed a client list that is literally a "who's who" of local governments, business and industry, health care and not-for-profit associations. His reputation as a hard worker, dedicated to his client's causes, has earned him a place in the upper echelon of Tallahassee power. Associates, clients and lawmakers describe Ron Book and his firm as committed, tenacious, knowledgeable and credible.

Ron continues to be an active participant in South Florida's various civic and professional organizations. He is a member of the Greater Miami Chamber of Commerce, the Aventura Marketing Council and the North Dade Chamber of Commerce. He has provided pro bono services to many worthwhile organizations and causes including, the Greater Miami Host Committee, ChildNet, the Florida Council Against Sexual Violence, the Coconut Grove Playhouse, the Boy Scouts of America, and the United States Olympic Committee.

He is particularly proud of his community involvement. He currently serves as Chairman of the Miami-Dade County Homeless Trust, and as Chairman of the Children's Home Society of Florida Foundation. He serves as a board member for Memorial Hospital Foundation and the Joe DiMaggio Children's Hospital & Foundation, the Baudhuin Oral School Board of Governors at Nova Southeastern University and the Inner City Youth Center.

His honors include: Alvah Chapman Humanitarian of the Year Award; Homeless Advocate of the Year; Florida Council Against Sexual Violence Survivor Activist of the Year; Autism Society of America National Advocate of the Year; National Epilepsy Foundation Public Advocate of the Year; Greater Miami Chamber of Commerce Bill Colson Community Service Award; and Broward Partnership for the Homeless James J. Blosser Community Trusteeship Award.

Ron holds a Juris Doctorate degree from Tulane University and a Bachelor's degree in Political Science from Florida International University.

KELLY C. MALLETTE

Kelly Mallette, Director of Government Affairs for Ronald L. Book, P.A., provides lobbying and advocacy services for Recording for the Blind & Dyslexic, Jackson Health Systems, Miami Beach Community Health Center, the Florida Association of Forensic Professionals, multiple local governments and many other firm clients. She utilizes her expertise to facilitate winning strategies to achieve client objectives. She has been instrumental to the firm in securing funding for special projects and making various substantive changes which are now law in Florida. Ms. Mallette's experience as a Senate aide to the former Chairman of the Senate Appropriations Subcommittee on Health and Human Services has provided her with a unique insight into Florida's HHS budget, including knowledge of important policies and priorities. She has also served as Senior Policy Advisor to the Mayor of Miami. Her experience working in local government provides her with a unique knowledge and perspective on public sector issues. Kelly Mallette was also elected to serve as a Commissioner in the Village of Biscayne Park.

TAB D: QUALIFICATIONS | EXPERIENCE

- D.1 Experience of Proposer and team: Detail experience, qualifications, and past performance of the Proposer and all persons designated for City's lobbying (include resumes, education, professional experience, and training information) and resources. A history of your organization, including a current organization chart (if applicable), and any other appropriate descriptive information, which will be helpful in our evaluation of your qualifications and experience. Include the number of years you have provided state lobbying services.

Ronald L. Book, P.A. is a law firm that was incorporated in the state of Florida on January 29, 1987. Ronald L. Book is President and Chief Executive Officer of Ronald L. Book, P.A., and the firm's specialty is government affairs. Ronald L. Book will serve as the City of Fort Lauderdale primary lobbyist. As well as Mr. Book's representation of the City, the firm's associate lobbyists, each with diverse experience and unique insight into the legislative process, would perform the secondary responsibilities in the firm's representation.

Operating full-time offices in Aventura and Tallahassee affords the firm principals consistent proximity to clients and legislators, providing access to, and visibility amongst, key decision-makers. The firm has developed a diverse client base of business, industry, local governments, hospitals and health care districts, professional associations and not-for-profit organizations. Firm professionals are long-time fixtures in Tallahassee politics and have long-term, established relationships with legislators, executive agencies and staff.

Simply, we love government affairs and the legislative process. We relish the opportunity to work with a varied clientele, developing and executing strategy to achieve positive results. Ronald L. Book, P.A. has carved its niche in Tallahassee, and even as the firm continues to improve upon its already impeccable reputation, we have a commitment to tailoring our approach to each client's needs and to remaining accessible to ensure a fluid execution of your legislative plan.

RONALD L. BOOK

Ronald L. Book is President and Chief Executive Officer of Ronald L. Book, P.A., a law firm that specializes in government affairs and is considered one of the leading lobbying firms in the state, with unparalleled experience in the appropriations process. Ron's history in the Florida political process dates back to the 1970's, when he began working for the Florida Legislature. He later served as Special Counsel to Florida Governor Bob Graham and as Director of the Administrative and Governmental Law Department for Miami-based Sparber, Shevin, Shapo, Heilbronner & Book, one of Florida's most influential law firms from 1977 to 1987, when it disbanded.

TAB C: COMPANY PROFILE

- Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity (corporation, partnership, etc.) Firm must be established as a legal entity in the State of Florida. Provide hours of operation; Years in business; State whether the firm is local, regional, or national; Provide addresses and phone numbers for Headquarters and other relevant offices if applicable.

Ronald L. Book, P.A

Legal Firm Name: Ronald L. Book, P.A.

Headquarters Address: Ronald L. Book, P.A.
Harbour Centre
18851 NE 29th Avenue, Suite 1010
Aventura, FL 33180

Tallahassee Address: Please note that the address above is the firm's local office address; however we do maintain a full-time branch location in Tallahassee, FL:

Ronald L. Book, P.A.
104 West Jefferson Street
Tallahassee, FL 32301
850.224.3427

Date of Incorporation and Firm History: Ronald L. Book, P.A. is a law firm specializing in government affairs and consulting that was incorporated in the state of Florida on January 29, 1987. The firm is a subchapter "S" corporation; Ronald L. Book is President and Chief Executive Officer of Ronald L. Book, P.A., and the firm's specialty is government affairs. Ronald L. Book, P.A. is a firm that operates around the state and is available 24 hours a day, 7 days a week.

Key Firm Contact Names: Ronald L. Book, Esq. is the principal and sole owner of Ronald L. Book, P.A. He serves as the firm's President and Chief Executive Officer. Kelly Mallette is the firm's Director of Government Affairs and Rana Brown is a Government Affairs Consultant.

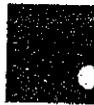
Contact Information:

Ronald L. Book
Phone: 305.935.1866
TLH: 850.224.3437
Cell: 305.510.2000
Email: Ron@rlbookpa.com

Kelly C. Mallette
Phone: 305.935.1866
TLH: 850.224.3437
Cell: 786.295.1199
Email: Kelly@rlbookpa.com

Rana G. Brown
Phone: 305.935.1866
TLH: 850.224.3427
Cell: 786.417.3504
Email: Rana@rlbookpa.com

7



Professional's Direct®
INSURANCE COMPANY

*(An Insurance company, hereth
called the Company)*

ProDirect Select®
RENEWAL CERTIFICATE
DECLARATIONS

Lawyers Professional
Liability Insurance Policy
Renewal Certificate

**THIS IS A CLAIMS-MADE
POLICY. PLEASE READ THE
POLICY CAREFULLY.**

Issue Date: September 25, 2008

Policy Number: usFL10090200600

Change Description:

1. Named Insured and Address:

Ronald L. Book PA
Harbour Centre
18851 Northeast 29th Avenue
Suite 1010
Aventura, FL 33180

2. Policy Period:

Effective Date: October 27, 2008
Expiration Date: October 27, 2009
Firm Retroactive Date: October 27, 1987
Endorsement Effective Date:
12:01 A.M. Standard Time at the address
of the Named Insured as stated herein.

4. Limit of Liability (Includes Claim Expenses)

\$ 1,000,000 Each Claim
\$ 2,000,000 Aggregate

3. Producer Name:

Professional's Direct Insurance Services
PO Box 2679
Grand Rapids, MI 49501

5. Deductible:

\$ 1000 Per Claim

Schedule of Lawyer(s)

Lawyer
Ronald L Book

Retroactive Date
10/27/1987

Annual Premium: \$4157.00
Revised Annual Premium: \$
Additional / Return Premium: \$
Taxes / State fees: \$227.39 / \$0

THIS IS NOT A BILL

Forms attached at issue:
S-LPL-J200 (04/07) S-LPL-FL (06/07)

Forms attached at endorsement:

By acceptance of this policy the Insured agrees that the statements in this Declaration and the Application on file with the Company and any attachments hereto are the Insured's agreements and representations, and that this policy embodies all agreements existing between the Insured and the Company or any of its representatives relating to this insurance.

Countersigned at: Grand Rapids, MI

RECEIVED

OCT 06 2008

Lawyers Protector Plan

Authorized Representatives:

Stephen M. Tuuk, President
S-LPL-D202 (04/06)

Stephen M. Westfield, Secretary
Page 1 of 1

Countersign Date: 25-Sep-2008
S-LPL-D202 (04/06)

TAB B: PROFESSIONAL LICENSES AND CERTIFICATES | SAMPLE INSURANCE CERTIFICATE

- Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company and staff possess. Provide documentation of all business/occupational licenses required to perform these services as a part of the RFP response. Also include proof of insurance in this section.

Ronald L. Book, P.A.

Ronald L. Book, P.A. is considered one of the premier lobbying firms in the state, with unparalleled experience in the appropriations process. Incorporated in 1987, Ronald L. Book, P.A. is licensed to do business in the State of Florida and in Broward County, and maintains full-time offices in Aventura and Tallahassee.

We have a long history in representing local governments, health care districts, professional associations, not-for-profit associations and various political subdivisions throughout Florida. Our law firm works exclusively in the government affairs arena, specializing in legislative and executive advocacy, strategic planning and general government consulting. We are proud to be involved in the legislative process 365 days-a-year. We enjoy extensive bipartisan relationships with members of both the legislature and executive branch, allowing us to be effective in today's political climate.

Our firm offers a powerful combination of talent and experience with a proven track record before the legislative and executive branches of government. The firm's contact base extends throughout state government and includes legislative leadership, legislative staff, and executive branch officials. We provide hands-on monitoring, intelligence and oversight of government activity coupled with a highly professional, performance oriented approach for meeting client goals and objectives. We work closely with our clients to develop a concise and focused agenda with strategies designed exceed client expectations. With vast experience representing local governments, we understand that capable representation is critical to your success in the legislative process.

Our team offers unparalleled knowledge and experience in the political process, gained from direct participation in the process. Each member of our team has, at one time or another, worked for government. Hence, we bring the kind of perspective that only an "insider" can offer. With nearly 75 years of experience in legislative affairs between us, we stand ready to work on behalf of the City of Fort Lauderdale. We are confident that we can provide meaningful and effective service as we work toward accomplishing your legislative goals.

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

_____ NONE _____

_____ NONE _____

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.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed 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. 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.

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____ (signature) _____ (date)

Name (printed) Ronald L. Book Title: President & CEO

Company: (Legal Registration) Ronald L. Book, P.A.

CONTRACTOR, IF FOREIGN CORPORATION, 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/>).

Address: 18851 NE 29 Avenue, Suite 1010

City Aventura State: FL Zip 33180

Telephone No. 305.935.1866 FAX No. 305.935.9737 Email: ron@rlbookpa.com

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

Payment Terms (section 1.04): N/A Total Bid Discount (section 1.05): N/A

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE N/A

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

Addendum No. 1 Date Issued 6/11/12

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES NO X

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

 N/A



Ronald L. Book, P. A.

LAW OFFICES
PROFESSIONAL ASSOCIATION

June 19, 2012

Mr. Michael F. Walker
Procurement Services Department
City of Fort Lauderdale
100 N. Andrews Avenue, Suite 619
Fort Lauderdale, FL 33301

RE: State Legislative Lobbying Services RFP # 125-11001

Dear Mr. Walker:

It is with great pleasure that Ronald L. Book, P.A. submits the following proposal to represent the City of Fort Lauderdale on matters of government affairs before the state legislature, executive branch and state agencies.

In our proposal, you will find a summary of our ability, experience and qualifications, past performance, comparable contracts and accomplishments and quotation of our fee for this project. Ronald L. Book, P.A., is more than a lobbying firm; it is also a law firm. Therefore, we are bound by the code of conduct and ethics standards of the Florida Bar. We have excellent bipartisan relationships with Legislators and staff, and we have full-time, fully staffed offices in Miami and Tallahassee, Florida.

We welcome the opportunity to represent the interests of the City of Fort Lauderdale. If you have any questions, or require any additional information, regarding our proposal please call me at 305-935-1866 in Miami or 850-224-3427 in Tallahassee.

Again, thank you in advance for your consideration.

Sincerely,

Ronald L. Book

REPLY TO:

- Harbour Centre - 1885 N.E. 29th Avenue, Suite 1010 - Aventura, Florida 33180 - Telephone (305) 935-1866 - Fax (305) 935-9737
- 104 West Jefferson Street - Tallahassee, Florida 32301 - (850) 224-3427

TAB A: LETTER OF INTEREST | PROPOSAL SIGNATURE PAGE | NON-
COLLUSION STATEMENT

- Cover Letter. Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP. Include Proposal Signature Page and Non-Collusion Statement in this section.

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EXHIBIT B

STATE LEGISLATIVE LOBBYIST SERVICES

CITY OF FORT LAUDERDALE

Submitted by:

Ronald L. Book, P.A.

Aventura
Harbour Centre
18851 N.E. 29th Avenue, Suite 1010
Aventura, FL 33180
P: 305-935-1866 | F: 305-935-9737

Tallahassee
104 West Jefferson Street
Tallahassee, FL 32301
P: 850-224-3427 | F: 850-224-3361

E-mail: Ron@rlbookpa.com

State Legislative Lobbyist Services RFP # 125-11001
Due Date: Tuesday, June 19, 2011 at 2:00 pm

CITY OF FORT LAUDERDALE, FLORIDA
Procurement Services Division, City Hall
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301