



VILLAGE OF KEY BISCAYNE

88 West McIntyre Street
Key Biscayne, Florida 33149

REQUEST FOR PROPOSAL

RFP # 2024-12

PROFESSIONAL STATE LOBBYING SERVICES

RFP Release Date:	May 22, 2024
Non-Mandatory Pre-Conference:	June 11, 2024, 1:00 P.M.
Written Questions Due:	June 13, 2024, 9:00 A.M.
Response to Questions:	June 18, 2024
Proposals Due:	July 02, 2024, 11:30 A.M.

Submit To:

Via DemandStar

<https://www.demandstar.com>



PUBLIC NOTICE

**PROFESSIONAL STATE LOBBYING SERVICES
PUBLIC NOTICE AND ADVERTISEMENT FOR BIDS**

REQUEST FOR PROPOSAL

RFP # 2024-12

Non-Mandatory Pre-Conference: June 11, 2024, AT 1:00 PM
Proposal Deadline: July 02, 2024, AT 11:30 AM

The Village of Key Biscayne (“Village”) has issued a Request for Proposal (“RFP”) to interested, qualified and licensed contractors in the State of Florida, for the following services/project: **PROFESSIONAL STATE LOBBYING SERVICES. The Village of Key Biscayne encourages small and minority business, women’s business enterprises, and labor surplus area firms to submit proposals.**

Proposals must be received by the deadline date, submitted to:

DEMANDSTAR:

<https://www.demandstar.com>

Bid packages will be available on the Village’s website www.keybiscayne.fl.gov/procurement or may be available on Demandstar.

For further information contact:

Procurement:

procurement@keybiscayne.fl.gov

Questions, comments, request for information or clarification must be submitted to procurement@keybiscayne.fl.gov and received no later than, **June 13, 2024, 9:00 a.m.** Bidders, their agents, and associates are encouraged not to contact or solicit any Village Council Member, Village employee, or official regarding this RFP/ITB/RFQ after the bid opening. Only that individual listed above as the contact person shall be contacted.

Dated: **May 22, 2024**



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SECTION 1. INFORMATION FOR THE PROPOSERS

1.1 GENERAL INFORMATION/STATEMENT OF PURPOSE

The Village of Key Biscayne (the “Village”), a municipality located in Miami-Dade County, Florida, hereby requests proposals as further defined in Section 2 of this request for proposals (“Services”) from a dynamic and experienced State lobbying consultant or firm to represent and advance the Village’s goals, objectives, and interests in the State capitol and across the South Florida region.

The Village of Key Biscayne is inviting qualified firms to submit proposals to provide lobbying consultant services. Service shall be in full accordance with the specifications, terms and conditions contained in this Request for Proposal (RFP).

1.2 INTRODUCTION/BACKGROUND

The Village of Key Biscayne (the “Village”) is located on an island approximately six (6) miles into Biscayne Bay and connected to the mainland via the Rickenbacker Causeway. Crandon Boulevard, a four-lane road with a median, bisects the Village. Shopping centers and single purpose commercial buildings line Crandon Boulevard. Towards the west lies single family homes. The east side of Crandon Boulevard contains mid to high rise multiple family buildings, one single family district, townhomes, and another single-family area that is part of a planned unit development. The incorporated Village is flanked by two large parks: Crandon Park to the north and Bill Baggs Cape Florida Recreation Area to the south. The latter receives over a million visitors per year and is a major contributor to traffic congestion on the weekends and holidays. The Village is the home to approximately 15,000 residents residing on 1.25 square miles.

The Village is committed to efficient government administration. A small core of the Village staff has been serving its residents, businesses, and visitors exceptionally well through their dedication and with the help of consultants, contractors, and service providers who also have been committed to providing quality products at competitive prices. We expect to continue this tradition.

1.3 N/A

1.4 SUSPENSION/DEBARMENT

A prospective Bidder that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov), or that is suspended or debarred by the State of Florida, cannot be awarded a contract.

1.5 DISADVANTAGED BUSINESS & WORKER UTILIZATION

Bidders are encouraged to utilize small, women and minority-owned businesses as subcontractors whenever possible. Lists of local certified businesses are available on Miami-Dade County’s website at <https://mdcsbd.gob2g.com/frontend/searchcertifieddirectory.asp> In addition, Proposers may request assistance from organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Proposers who intend to hire additional workers for Village projects are encouraged to hire local workers. CareerSource South Florida maintains a job clearinghouse that can assist in connecting contractors with trained local construction workers.

1.6 VILLAGE RIGHTS

The Village reserves the right to award one or more contract(s) to the Respondent(s) in accordance with what the Village deems in its best interest. Notwithstanding, the Village may, at its sole discretion, reject all responses and cancel the solicitation, in which case no award will be made.

The Village reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Village reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the RFP.

The Village also reserves the right to waive minor variations or irregularities in the Responses.

1.7 SCHEDULE OF EVENTS

The following schedule shall govern this RFP. The Village reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date
1	Advertisement/ Distribution of RFP	May 22, 2024
2	Non-Mandatory Pre-Conference Meeting Key Biscayne BZP Conference Room 88 West McIntyre Street, Suite # 250, Key Biscayne, Florida 33149	June 11, 2024 at 1:00 PM
3	Closing Date for Bidder Questions	June 13, 2024 at 9:00 AM
4	Village's Answers to Questions by Bidders	June 18, 2024
5	Proposals Due and Opening on Zoom	July 02, 2024 at 11:30 AM
6	Staff Member's Review of Technical Proposals	July 09, 2024
7	Reference Checks	July 09, 2024
8	Evaluation Committee Meeting	July 16, 2024
9	Presentations	TBD
10	Final Selection/Rank	July 23, 2024
11	Award Recommendation	August 27, 2024 or later
12	Contract Negotiation	August 29, 2024 or later

1.8 REQUEST FOR INFORMATION (RFI)

Vendors may request additional information, clarification, or modifications in the form of a Request for Information ("RFI"). Vendors seeking such information must email their RFIs to procurement@keybiscayne.fl.gov in order to receive a response. The request must include the vendor's name, the RFP number, and RFP title. Any RFI must be submitted prior to the deadline for questions indicated in the schedule of events in Section 1.4 to receive a response. Late or mis-delivered requests may not receive a Village response.

The Village will issue responses to RFIs, and any other corrections or amendments it deems necessary, in the form of a written addendum. The Village, at its sole discretion, may not issue a response to an RFI. Vendors should not rely on any representations made outside of these written addenda. Where a conflict appears between the RFP and any issued addendum, the last addendum issued will prevail.

Addenda will be made available on the Village of Key Biscayne website www.keybiscayne.fl.gov/procurement and DemandStar. It is the vendor's sole responsibility to ensure receipt of all addenda prior to submitting a response.

1.9 ADDENDA

If the Village finds it necessary to add to, or amend this RFP prior to the Response submittal deadline, the Village will issue written addenda/addendum. Each Vendor must acknowledge receipt of each addendum by signing the acknowledgement (Section 6) and providing it with its Response.

1.10 DISCREPANCIES, ERRORS AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the Procurement Division at procurement@keybiscayne.fl.gov. If applicable, the Village will issue a written addendum to the RFP clarifying such conflicts or ambiguities. It is agreed that any such alleged discrepancies, errors, or omissions will not be construed against the drafting party.

1.11 CERTIFICATION

The signer of the Response (to this RFP) must declare by signing the Forms included in Section 6 that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

1.12 PRE-CONFERENCE MEETING/SITE VISIT

A **NON-MANDATORY** Pre-Conference meeting/site visit will be held on **June 11, 2024**, at 1:00 p.m. at the **Village of Key BZP Conference Room, 88 West McIntyre Street, Suite # 250, Key Biscayne, Florida 33149**. All interested Proposers are encouraged to attend.

It is the sole responsibility of the Proposer to inspect the project site and become familiar with the scope of the Village's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer is familiar with the nature and extent of the work, equipment, materials, and labor required.

1.13 VILLAGE AUTHORITY

Proposals will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one Proposer. Proposals received after the deadline provided in this RFP will not be considered.

1.14 RESPONSE/PRESENTATION COSTS

The Village shall not be liable for any costs, fees, or expenses incurred by any Vendor in responding to this RFP, nor subsequent inquiries or presentations relating to its Response.

1.15 TERMS OF ENGAGEMENT

The Vendor, by submission of its Proposal, agrees to the terms and conditions contained in the contract attached hereto as Attachment "A," ("Contract") and further agrees to execute the Contract without

change. Notwithstanding, the Village, in its sole discretion, reserves the right to negotiate the final contract price or any terms and conditions.

The initial contract term is for one (1) years with the option to extend at its sole discretion for four (4) one-year (1-year) renewal terms for the maximum of five (5) years. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are approved by the Village of Key Biscayne Council and both parties execute a written contract.

Proposals that are conditioned to additions, deletions, or revisions to the Contract’s terms and conditions will be rejected as non-responsive.

1.16 NOTICE TO PROCEED

The Successful Proposer shall not begin work until the Village issues a written Notice to Proceed (“NTP”). Work performed by the Successful Proposer prior to receiving the NTP shall be deemed non-compensable by the Village. The Successful Proposer shall not have any recourse against the Village for prematurely performing unauthorized work.

END OF SECTION

SECTION 2. PROJECT DESCRIPTION

2.1 DESCRIPTION:

The Village of Key Biscayne is issuing a Request for Proposals (RFP) to solicit a qualified state lobbyist firm(s) that can successfully represent our community's interests and serve as our advocate with the State government and across the South Florida region.

2.2 INTRODUCTION:

The Village of Key Biscayne, nestled between Bill Baggs Cape Florida State Park and Crandon Park and on the shimmering shores of the Atlantic Ocean and Biscayne Bay, invites proposals from qualified State lobbyists to advocate for our community's interests and to address pressing legislative, funding and administrative requirements. The Village sits prominently on a barrier island off the coast of Miami and is a thriving and vibrant community that faces the combined threats of sea-level rise and increasingly more severe and frequent storms. With a population of approximately 15,000 multi-cultural and multi-generational residents densely situated on one square mile, our village faces significant challenges, primarily flooding, coastal erosion, traffic congestion and street safety. With only one ingress and egress road to and from the village, the community relies daily and during emergencies on the well-functioning of Rickenbacker Causeway and its associated intersections and bridges.

It is within this dynamic context that the Village of Key Biscayne seeks a skilled and dedicated State regional lobbyist firm(s) to advocate for our community's unique priorities and foster collaborative solutions to enhance the resilience and well-being of all residents of Key Biscayne.

The lobbyist firm will work with the Village Manager and/or designee to identify and represent legislative, coordination and funding priorities for the Village. As directed by the Village Manager, and/or designee, the firm will serve as a consistent and effective primary point of contact between the Village and State officials and legislators.

The Village requires services with an emphasis on producing measurable results in achieving state funding and/or legislative and executive action favorable or protective to the Village. The Village seeks a well-informed lobbyist firm, capable of providing timely and frequent information to the Village on the interests, priorities, and other issues and decisions (listed below) at the State level that may affect the Village. The successful firm will have a strong background on issues of importance to the Village and will be able to demonstrate unique relationships with members of the Legislature and others representing the Village.

The lobbyist firm will agree to be always available upon reasonable request to meet with the Village Council, Village staff, and others as specified to perform the responsibilities assigned. To attend meetings, represent the interests of the City, and act as liaison between the City and all branches, departments, and agencies of the State government, at any legislative committee meeting or meetings with the Governor, or Department or State agencies, as well as regional agencies, universities, school boards and federal-related agencies, if necessary, on matters under the scope of this Request for Proposal (RFP). It is expected that the successful firm will review and understand the Agendas of the House and Senate leaders to assist the Village to strategically seek monetary funds and policy change.

Although legal opinions are not required as a part of the firm responsibilities, the Village will expect the firm to understand applicable laws and proposals under consideration by the administrative agencies or

the Legislators or their committees, and the firm shall be expected to have the ability to interpret legal implications and advise the Village accordingly.

The lobbyist firm is also expected to monitor proposals and activities in meetings regarding State administrative and agency hearings. This would include a review of the agendas and providing notification to the Village as pertinent issues arise. The firm would also be expected to report the outcome of such meetings within two (2) business days. The firms should be prepared to lobby committee members prior to and during these meetings to accomplish the Village's desired positions.

The Scope of Services to be provided to the Village shall include:

2.3 STATE LEGISLATIVE AND ADVOCACY SUPPORT REQUIREMENTS:

1. Collaborate with Village officials and subject matter experts to develop and execute a recurring and annual State legislative action plan to represent and support the Village of Key Biscayne's priorities and interests with key State legislators, relevant committee chairs and influential legislators, relevant State agencies, related organizations, and the Governor's Office.
2. Facilitate regular meetings with key State legislators, the Governor's office, and State agency officials to strengthen relationships and maintain support for the Village's current and projected priorities and interests.
3. Provide consultation and advice to the Village in identifying, defining, and pursuing its annual State legislation and appropriations requirements and requests.
4. Provide expertise and help outline the Village's tactics and techniques to implement the pursuit of its annual State legislation and appropriations requests in a professional and image conscious manner.
5. Assist the Village in developing and submitting convincing, accurate and timely State legislative request documents and related communications. Ensure items are introduced and presented to Village's representatives and key State leadership early in the legislative process and at critical timelines throughout the legislative session.
6. Facilitate, coach and prepare the Village for meetings and communications with relevant State legislators, their staff, committee members and leadership to effectively guide Village legislative requests throughout the State legislative session.
7. Represent and advocate for the Village's priorities and interests throughout the year by collaborating with key State legislators and State agency staff. Particularly focus efforts during the State legislative session to facilitate access and influence on desired outcomes for the Village.
8. Monitor and provide regular updates on the progress of State legislation, regulatory and appropriations actions that may affect the Village's priorities and interests. Inform and assist the Village in making necessary tactical or technical moves and/or changes to influence desired outcomes for the Village.

9. Provide general advice, suggested strategies, and research relating to issues important to the Village of Key Biscayne’s State level legislation, regulatory and appropriations priorities and interests.
10. Facilitate programmatic, grant, and technical support coordination with relevant State agencies.
11. Seek and coordinate grant funding opportunities applicable to the Village. This includes identifying relevant State grant programs and advocating for the Village’s eligibility and alignment with grant criteria.

2.3.1 Topics of Interest: To help develop your approach plan, consider these priorities and interests to drive advocacy efforts in support of Key Biscayne. Although not inclusive, they provide a view into the most critical issues facing our community:

- Traffic and multi-modal mobility and safety
- Resilient infrastructure
- Shoreline and storm protection
- Coastline erosion and environmental protection
- Beach renourishment
- Sea-level rise
- Flooding
- Stormwater systems
- Water quality
- Electrical utility undergrounding and reliability
- Sargassum management, removal, and disposal
- Property insurance
- Flood insurance
- Condominium associations regulations
- Building standards, code and certification requirements
- Zoning codes
- Motorized scooters, bicycles and electric bicycles
- Golf carts
- Seniors and special needs programming
- Emergency management planning, preparation, response, and recovery
- Retention of home rule powers

2.3.2 Agencies of Interest: Given the Village’s priorities and interests, is it critical for the Village leadership and its State legislative representatives to form strong relationships with the following State leaders, organizations, and agencies:

- State House of Representatives and Relevant Committees
- State Senate and Relevant Committees
- Governor’s Office and Relevant Offices
- Florida Department of Environmental Protection
- Florida Division of Emergency Management
- Florida Department of Transportation

2.4 EVALUATION CRITERIAS:

- Firm(s)'s financial and administrative qualifications
- Availability – the firm(s)'s current workload and potential conflict of interest
- Knowledge and relationships at the State level and in South Florida.
- Relevant access and influence
- Experience and demonstrated success
- Expertise
- Advocacy and support approach
- Consciousness of Key Biscayne priorities, interests, brand, and image
- Proposal Cost

END OF SECTION

SECTION 3. PROPOSAL SUBMISSION REQUIREMENTS

3.1 PROPOSAL SUBMITTAL DEADLINE

The Proposal Submittal Deadline is included in Section 1 - Notice to Proposers, of this RFP.

3.2 INTENT

The Village is requesting proposals from qualified and experienced firms to provide Professional State Lobbying Services under a continuing services contract. The intent is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the Professional State Lobbying Services for the Village in conformity with the requirements of this Request for Proposals.

3.3 ELIGIBILITY

In addition to other requirements stated in this document, to be eligible for award, Proposer must demonstrate the following in their response:

1. Must be appropriately licensed and in good standing with the Florida Department of Professional Regulation
2. Must have five (5) years of continuous operation under the same name providing the same Services.
3. Proposer's project team must have prior experience within the past five (5) years in the same field as the Services.
4. Proposer's principal-in-charge must have a minimum of five (5) years of experience within the same field as the Services; and
5. Proposer's project manager must have a minimum of five (5) years of experience in the same field as the Services with prior project management experience and must be capable of speaking and making decisions on behalf of the Respondent.

Each Bidder shall meet all legal, technical, and professional requirements for providing the requested Services.

The Bidder shall furnish such additional information as the Village may reasonably require. This includes information that indicates financial resources as well as ability to provide the Services. The Village reserves the right to make investigations of the Bidders' qualifications or any of its agents, as it deems appropriate.

3.4 RFP DOCUMENTS

These RFP documents consist of the Proposal Documents and the Agreement Documents. All forms and documents contained within the RFP and the Agreement shall be completed and submitted. A proposer's failure to comply with any provisions in the RFP or the Agreement may result in a determination of non-responsibility and/or non-responsiveness, at the sole discretion of the Village. All instructions in the RFP must be adhered to.

3.5 **PROPOSAL FORMAT**

- A. The proposal shall be typewritten 8½ x 11-inch white paper.
- B. All pages are to be consecutively numbered. If there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter “a,” “b,” “c,” etc. If a form is provided and additional pages are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter “a,” “b,” “c,” etc.
- C. In instances where a response is not required, or is not applicable or material to the proposal, a response such as “no response is required” or “not applicable” is acceptable.
- D. The proposer shall compile and organize the responses according to the tabs listed below. Within the tabbed section, clearly organize and mark your responses according to the topics outlined below. It is particularly important to follow the format outlined below to assist the VILLAGE in the evaluation process. All proposals must include the following items. Responses must be in the same order as, and responsive to, the information requested. Unnecessarily elaborate proposals and/or lengthy presentations are not desired or required by the VILLAGE:

I. Tab A - Representations and Certifications

- Cover Sheet
- Proposal Forms listed in Section 6.
- Exhibit B: Fee Schedule
- ~~Exhibit D: Transition Plan~~
- Statement of Financial Stability

II. Tab B – Executive Summary

The proposer shall provide the following information in the order outlined below:

1. A title page.
2. A table of contents
3. Executive Summary: This summary, limited to two typewritten pages, should provide a high-level description of the Proposer’s ability to meet the requirements of the RFP and a statement describing why the proposer believes itself to be best qualified to provide the identified services.
4. Deliverables, tasks, activities, etc. as outlined in the Scope of Services.
5. List any exceptions to this RFP. Exceptions listed elsewhere will not be recognized.

III. Tab C – Qualifications and Experience

The proposer shall provide the following information in the order outlined below:

1. **Qualifications:** Provide a brief description of your firm, including:
 - a. Qualification of Firm
 - b. Qualification of Staff
 - c. Industry Knowledge and Expertise
 - d. Project Management and Special Services pertinent to this Solicitation; and Past Performance (The evaluation should consider past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical

aspects of the requirement when such information is relevant to this solicitation. Past performance information should also include recent and relevant contracts for the same or similar items and other references including contract numbers, points of contact with telephone numbers and other relevant information).

2. Service Team and Resume

- a. Provide an organizational chart of the team that would serve the VILLAGE
- b. Provide detailed descriptions of each team member’s role, responsibilities, experience, and education. Also provide a current one-page resume for each member.
- c. Provide information on the relevant experience of each team member.
- d. Describe what approach the team would take in providing services to VILLAGE. Indicate type and frequency of meetings and other forms of communications.

3. Provide a Personnel Plan that includes:

- a. A complete operating plan with organizational chart and supporting information which illustrates the proposed staffing plan for each operation on a daily, weekly, and monthly basis for all types of positions included in the proposal.
- b. Provide data for which staffing levels are based and include employee qualifications for the positions, full-time/part-time status, process for staffing and determinations and process for adjustments.
- c. The organizational chart must include managerial positions assigned to VILLAGE and Corporate levels for the Proposer’s company with the corresponding roles to VILLAGE staff.
- d. Provide detailed description of each position’s role and responsibilities.

IV. Tab D – Subcontracting Plan

The proposer shall submit a subcontracting plan with the proposal. The plan shall specifically identify names of potential subcontractor(s), or area to be sub-contracted, field of expertise, number of years in the field, proposed dollars amount of subcontracting effort by category and references. This plan will be incorporated into the winning contractor’s contract and monitored throughout the life of the contract for compliance.

V. TAB E – Proposal Approach

The Proposer must submit a comprehensive approach to implementation of the Project in accordance with the Scope of Work in Section 2, of this RFP. The comprehensive approach must provide information regarding the documentation and ability to furnish the services necessary to implement the Project in accordance with the Package, and the any innovative technology solutions to be employed in the provision of the Services for the Project.

VI. TAB G – Insurance.

Proposers must provide evidence of insurance currently in place that meets or exceeds the specifications herein or a commitment from an insurance company that such insurance coverage may be obtained by the Proposer prior to entering into an agreement with the Village. The successful Proposer(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the Village as an additional insured and meeting the requirements set forth in the form attached to this RFP as Attachment “B.”

- E. The following items shall be submitted by the successful proposer after the award of the Agreement (at the time specified herein).
- Exhibit C: Certificate of Insurance
 - ~~Exhibit E: Performance & Payment Security~~

3.6 SUBMITTAL, RECEIPT AND OPENING OF PROPOSALS

CONTRACTOR’s solicitation response must be submitted electronically through DemandStar (www.demandstar.com), the Village’s designated electronic bidding system. It is solely the CONTRACTOR’s responsibility to ensure its response is submitted and received in DemandStar by the date and time specified in the solicitation. The Village will not consider responses received by any other means. The official time for electronic submittals is the DemandStar server. All parties will, without reservation, accept the official time. Any bid may be rejected for noncompliance with requirements after a full review by the Village. The sealed submittals will be publicly opened at the Village of Key Biscayne, Village Hall after the Proposal Submittal Deadline. Award of a proposal will be made at a Village Council meeting.

ZOOM INFORMATION FOR RFP OPENING

Village of Key Biscayne Proposal Opening for RFP # 2024-12 Professional State Lobbying Services

Join Zoom Meeting

<https://us06web.zoom.us/j/88250643119?pwd=HkY2MPLxc36ba4RoQ8OaXnXkbGNRP3.1>

Meeting ID: 882 5064 3119

Passcode: 025497

Date: July 02, 2024, 11:35 a.m.

3.7 WITHDRAWAL OR REVISION OF PROPOSAL PRIOR TO AND AFTER SUBMITTAL DEADLINE

Once a proposal has been submitted by the Proposal Submittal Deadline, it shall not be returned to the proposer.

3.8 PROPOSAL GUARANTEE

All proposals shall be guaranteed firm for a minimum of 90 calendar days after the submission of the proposal.

3.9 MULTIPLE PROPOSAL PROHIBITED

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. Reasonable grounds for believing that a proposer participates

in more than one proposal for the same work shall be cause for rejection of all proposals in which such proposers are believed to be involved. In addition, a single proposal from more than one individual, firm, partnership, corporation, or association under the same or different names shall not be considered. Joint ventures shall be permitted; however, such arrangements shall designate a single primary proposer or shall be combined into a single legal entity. The Village shall only consider one proposal from one proposer.

3.10 ADDITIONAL TERMS AND CONDITIONS

Proposer shall state any exceptions/deviations from the RFP requirements or Agreement. Exceptions to the Agreement should contain a summary of every objection or deviation with adherence to specific RFP or Agreement sections.

3.11 INTERPERPRETATIONS AND INQUIRIES

- A.** Submission of a proposal shall serve as prima facie evidence that the proposer has examined the Agreement and is fully aware of all conditions affecting the provision of services.
- B.** No person is authorized to give oral interpretations of, or make oral changes to, the RFP or the Agreement. Therefore, oral statements shall not be binding and should not be relied upon.
- C.** Any interpretation of, or changes to, the RFP or the Agreement shall be made in the form of a written addendum to the RFP or the Agreement and shall be furnished by the Village to all proposers who attend the mandatory pre-proposal conference. Only those interpretations of, or changes to, the RFP or the Agreement that are made in writing and furnished to the proposers by the Village may be relied upon.

3.12 IRREGULARITIES & RESERVATION OF RIGHTS

Proposals will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline provided in this RFP will not be considered.

The Village reserves the right to award one or more contract(s) to the Contractor who will best serve the interests of the Village and whose Proposals meet the requirements and criteria set forth in this RFP. Notwithstanding, the Village may, at its sole discretion, reject all Proposals and cancel the solicitation, in which case no award will be made.

The Village reserves the right to accept or reject any or all Proposals, based upon its deliberations and opinions. In making such determination, the Village reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Contractor, including officers, principals, senior management and supervisors, as well as the staff identified in the Proposal.

Proposers shall furnish additional information as the Village may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The Village reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking references.

3.13 PROPOSAL/PRESENTATION COSTS

The Village shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFP, nor subsequent inquiries or presentations relating to its Proposal.

END OF SECTION

SECTION 4. EVALUATION OF THE PROPOSAL

4.1 SELECTION COMMITTEE

Proposals submitted shall be evaluated by the Selection Committee. The Selection Committee shall convene at a publicly noticed meeting to review submissions, rank and evaluate the proposals, and provide a recommendation for the award. Each Selection Committee Member and the Technical Advisor shall complete and execute an independence affidavit.

4.2 QUALIFICATION EVALUATION

- A. The evaluation of proposals and the determination of responsiveness and responsibility shall be the responsibility of the Selection Committee. Such a determination shall be based on information furnished by the proposer, as well as other information reasonably available to the Village.
- B. The Selection Committee shall examine the documentation submitted in the proposal to determine the responsiveness of each proposer. Failure to provide the required information may disqualify any such proposal as non-responsive and such proposal may not be considered. The Selection Committee may disqualify any proposers that make exaggerated or false statements.
- C. The Selection Committee may make such investigations as it deems necessary to determine the responsibility and ability of the proposer and the proposer shall furnish the Village all such information for this purpose as the Village may request before and during the proposal period. The Selection Committee reserves the right to make additional inquiries, interview some or all proposers, make site visits, obtain credit reports, or take any other action it deems necessary to fairly evaluate all proposers. The Selection Committee may reject a proposer or qualify a proposer.

4.3 RESPONSIVENESS

The factors to be considered in determining the responsiveness of each proposer include but are not limited to the following:

- A. Completion, accuracy, and submission of all required documentation.
- B. Compliance with all requirements of the RFP, including adherence to all RFP instructions.
- C. Consistency of the offered goods or services as set forth in the Agreement.
- D. Accuracy of mathematical calculations.

4.4 RESPONSIBILITY

The factors to be considered in determining the responsibility of a proposer shall include but not be limited to the following:

- A. Proposers experience and performance.
- B. Financial ability to perform the services described in the Agreement. Proposers must demonstrate financial stability. Proposers shall provide a statement of their financial stability,

including information as to current or prior bankruptcy proceedings by providing the following:

- i. A copy of the most recent audited annual financial statements containing a balance sheet, an income statement, and a statement of cash flows;
OR
- ii. Non-audited financial statements containing a balance sheet, an income statement, and a statement of cash flows plus a complete federal tax return for the last two (2) years.

Social Security and/or bank account numbers should be redacted on the statements/federal tax returns.

In lieu of submitting the above documentation, proposer may submit alternative documentation that demonstrates their financial ability to perform the services described herein; however, a complete financial evaluation cannot be conducted without the above documentation.

- C. The financial statements requested are developed into nine financial ratios which include the following:
- i. Liquidity - measures a business's ability to cover its obligations, without having to borrow or invest money in the business.
 - ii. Working Capital - measures liquid assets that provide a safety cushion to creditors.
 - iii. Solvency - assesses a company's ability to meet its long-term obligations and therefore remain solvent and avoid bankruptcy.
 - iv. Gross Margin - indicates the percentage of sales (revenue) dollars available for expenses and profit after the cost of materials is deducted from the sales (revenue).
 - v. Free Cash Flow - tells how much cash is left over from operations after a company pays for its capital expenditures.
 - vi. Account Receivables – as a percentage of current assets, which will provide information about assets not yet received and therefore unavailable at the present time to be used as resources.
 - vii. Receivables to Current Assets - receivables as a percentage of current assets that would reveal the size of receivables in current assets and the opportunity cost associated with it.
 - viii. Long Term Debt - measurements representing the percentage of a corporation's assets that are financed with loans and financial obligations lasting more than one year.
 - ix. Cash Ratio - an indicator of a company's liquidity by measuring the amount of cash, cash equivalents or invested funds there are in current assets to cover current liabilities.

**Proposers will only be compared to other firms that submit a proposal, to determine relative positions of financial ability and stability. **

D. Litigation history

E. The scope and content of any investigations, reports or audits relating to, or communications

with, the proposer that have been commenced or issued by any local, state, or federal law enforcement agency, criminal justice agency, health and safety agency or inspector general office.

- F. Whether the proposer has failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
- G. Availability of appropriate material, equipment, facility and personnel resources and expertise, or the ability to obtain them, to meet all requirements of the Agreement.
- H. Whether the proposer or its partners, officers or key personnel or its subsidiaries or parent company have been engaged in any criminal activity or have been convicted of any crimes.

4.5 EVALUATION PROCESS

A. The Selection Committee shall convene at a publicly noticed meeting and collectively discuss and review the proposals. Each member of the Selection Committee shall evaluate and rank each proposal in each of the categories listed in this section and compute a final ranking. The Selection Committee Chairperson shall tally the final rankings and announce the final total ranking. A sample of the ranking form used by the Selection Committee is included in this Section.

B. Proposals shall be evaluated and ranked based on the following categories:

Category	Score (Points)
Experience / Qualifications / Work Reference of Entity and Success	20
Knowledge & Relationship at Federal & SFL Level / Relevent Access & Influence	20
Service / Program Plan / Advocacy and Support Approach	35
Price(20)/Financial Strength and Sustainability(5)	25
Total:	100 Points

C. The Selection Committee may interview some or all the proposers. During the evaluation process, the Selection Committee may request any or all proposers to make oral presentations. Based on the final rankings resulting from the process described above, the Selection Committee will make a recommendation for award of the Agreement.

D. In the event of a tie, the price proposal shall be the basis for determining the award recipient.

4.6 AWARD

Following notification of the firm(s) selected, the Village Council may authorize the Village Manager to execute an agreement with the top ranked proposer, and if determined to be in the best interest of the Village, any additional proposers, in order of rank.

SAMPLE RANKING FORM

Evaluation Criteria	Firm #1	Firm #2	Firm #3	Firm #4
Experience / Qualifications / Work Reference of Entity and Success				
Knowledge & Relationship at Federal & SFL Level / Relevent Access & Influence				
Service / Program Plan / Advocacy and Support Approach				
Price(20)/Financial Strength and Sustainability(5)				
Total				
Ranking				

END OF SECTION

SECTION 5. GENERAL REQUIREMENTS

5.1 RETENTION OF PROPOSAL

The Village reserves the right to retain all Proposals submitted and use any ideas contained in any Proposals, regardless of whether that Bidder is selected.

5.2 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the Village in connection with the Proposals shall become property of the Village and shall be deemed to be public records subject to public inspection.

5.3 LOBBYIST REGISTRATION

Respondents must comply with the Village's lobbyist regulations. Please contact the Village Clerk at (305) 365-5506 for additional information.

5.4 PERMITS, TAXES, LICENSES

The Vendor shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

5.5 LAWS, ORDINANCES

The Vendor shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.

5.6 NON-APPROPRIATION OF FUNDS

In the event that insufficient funds are appropriated, and budgeting or funding is otherwise unavailable or not allocated in any fiscal period for the Agreement, the Village shall have the unqualified right to terminate the Work Order(s), and/or Agreement, upon written notice to the Successful Proposer, without any penalty or expense to the Village or recourse against the Village. No guarantee, promise, warranty, or representation is made that any work or project(s) will be assigned to the Successful Proposer.

5.7 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had 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 the Village, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Village, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with the Village in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

5.8 KEY PERSONNEL

Subsequent to submission of a Proposal and prior to award of an Agreement, Key Personnel shall not be changed. Proposers shall not change any member of their Key Personnel without just cause and prior

written approval by the Village. The Village reserves the right to request additional documentation, as required by the RFP prior to making its determination. If the Village does not accept the proposed change(s), the Proposal may be rejected and not considered for award.

5.9 E-VERIFY

Successful Bidder shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any Subcontractor performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the Contract term.

5.10 CONFLICT OF INTEREST

Proposers, by responding to this RFP, certify that to the best of their knowledge and belief, no elected/appointed official or employee of the Village is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFP. Any such interests on the part of the Proposer or its employees shall be disclosed in writing to the Village. Further, Proposers shall disclose the name of any Village employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock of the Proposing firm.

5.11 DEBARRED/SUSPENDED VENDORS

An entity or affiliate who has been placed on the State of Florida or Federal debarred or suspended vendor list may not: a) submit a Proposal on a contract to provide goods or services to a public entity; b) may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; c) may not submit a Proposal on leases of real property to a public entity; d) may not be awarded or perform work as a contractor, design-builder, supplier, subcontractor, or consultant under contract with any public entity; and e) may not transact business with any public entity.

5.12 NON-DISCRIMINATION

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

5.13 UNETHICAL BUSINESS PRACTICE PROHIBITIONS

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

5.14 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included in the Proposal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted purposely, through either intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists, or warranties, it is understood and agreed that the General and Special Conditions in this solicitation are the only conditions applicable to this solicitation

and that the Proposer’s authorized signature affixed to the Proposer's acknowledgment form, attests to this.

5.15 ASSIGNMENT, NON-TRANSFERABILITY OF PROPOSAL

- A. Proposals shall not be assigned or transferred. A proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the proposal process, through to and including awarding of and execution of the Agreement, is subject to having its proposal disqualified as a result of such transaction. The Village Manager shall determine whether a proposal is to be disqualified in such instances.

- B. If, at any time during the proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of proposer, or the sale of a controlling interest in the proposer, or any similar transaction, the proposer shall immediately disclose such information to the Village. Failure to do so may result in the proposal being disqualified, at the Village’s sole discretion.

5.16 PUBLIC RECORDS

Upon award recommendation or 30 days after proposal opening, whichever is earlier, any material submitted in response to this RFP shall become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers shall claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected and shall state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

5.17 PUBLIC ENTITIES CRIME

- A. A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a proposal to provide any goods or services to the Village and may not transact business with the Village in an amount set forth 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.

- B. By submitting a response, the proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in the Agreement.

5.18 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, a Proposer is ineligible to, and may not submit a Proposal for, or enter into or renew a contract with VILLAGE for goods or services if at the time of submitting a Proposal for a new contract or renewal of an existing contract:

- A. for any contract amount, if the Proposer is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

- B. if \$1 million or more and the Proposer is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

- C. if \$1 million or more and the Proposer is engaged in business operations in Cuba or Syria.

5.19 EXAMINATION OF CONDITIONS

It shall be the Proposer’s responsibility to visit the proposed work site(s) and to thoroughly familiarize himself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; no allowance shall be made by the Village for the Proposer's failure to do so.

5.20 BID GUARANTY - N/A

5.21 BONDS – N/A

5.22 INSURANCE REQUIREMENTS

Proposer shall secure and maintain throughout the duration of the Contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Proposer’s insurance and shall not contribute to the Proposer’s insurance. The insurance coverage shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent. Copies of the Proposer’s actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory, and the Proposer shall provide a waiver of subrogation for the benefit of the Village. The Proposer shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project.

- a) Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Proposer. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- b) Workers Compensation and Employer’s Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer’s Liability with minimum limits of \$1,000,000.00 for each accident. No employee, subcontractor or agent of the Proposer shall be allowed to provide Services pursuant to this RFP who is not covered by Worker’s Compensation insurance.
- c) Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non- Owned Vehicles.

The Successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Contract, deliver to the Village a fully executed Contract and all requested certificates of insurance and bonds.

5.23 CONE OF SILENCE

To ensure fair consideration for all Proposers, a Cone of Silence is enforced starting on the posting date of the proposal submission. Proposers are asked not to communicate with any department, division, or employee from the submission package concerning the proposal until an award decision has been made. Any communication between Proposer and the Village in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal should be conducted through the Village Procurement Officer, Daren Jairam at djairam@keybiscayne.fl.gov or procurement@keybiscayne.fl.gov.

END OF SECTION

SECTION 6. FORMS, AFFIDAVITS, AND ATTACHMENTS

FORM 1 RESPONSE CHECKLIST

- Form 1: Response Checklist
- Form 2: Addendum Acknowledgment
- Form 3: Certificate of Authority (Complete one of the two forms as applicable)
 - Form 3A: Certificate of Authority (for Corporations or Partnerships)
 - Form 3B: Certificate of Authority (for Individuals)
- Form 4: Proposer’s Statement of Organization
- Form 5: References
- Form 6: Affidavits
 - Form 6A: Single Execution Affidavits
 - Form 6B: Independence Affidavit
 - Form 6C: Non-Collusion Affidavit
- Form 7: Drug Free Workplace
- Form 8: Certification to Accuracy of Proposal
- Form 9: Scrutinized Companies
- Form 10: Public Entity Crimes
- Form 11: Dispute Disclosure
- Form 12: List of Proposed Subcontractors
- Form 16: Insurance and License Certificates

ATTACHMENTS

- A: Sample Contract

EXHIBITS

- A: Scope of Services
- B: Fee Schedule/Price Proposal
- C: Certificate of Insurance

FORM 2

ADDENDUM ACKNOWLEDGEMENT

Solicitation Title:
PROFESSIONAL STATE LOBBYING SERVICES
Solicitation No.:
RFP # 2024-12

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

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

No Addendum issued for this
Solicitation

Firm's Name: _____

Authorized Representative's Name: _____

Title: _____

Email: _____

Phone Number: _____

Address: _____

Authorized Signature: _____

FORM 3A
CERTIFICATE OF AUTHORITY
(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____
_____ a business existing under the laws of the State of _____, (the
“Entity”) held on _____, 20____, the following resolution was duly
passed and adopted:

“RESOLVED, that, _____, as _____
_____ of the Entity, be and is hereby authorized to
execute this Proposal dated _____, 20____, on
behalf of the Entity and submit this Proposal to the Village of Key
Biscayne, and this Entity and the execution of this Certificate of Authority,
attested to by the Secretary of the Corporation, and with the Entity’s Seal
affixed, will be the official act and deed of this Entity.”

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity
this _____ day of _____, 20____.

Secretary: _____

President: _____

Print Name: _____

Print Name: _____

(Seal)

FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)

I, _____ (“Affiant”) being first duly sworn, deposes and says:

1. I am the _____
 [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
 _____ doing
 business as _____, the
 Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____, and submit this Proposal to the Village of Key Biscayne, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida
County of _____

On this _____ day of _____, 20____, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

Notary Public (Print, Stamp, or Type as Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

FORM 4

PROPOSER’S STATEMENT OF ORGANIZATION

1. Full Name of Proposer:

2. Principal Business Address, Phone and Email Address:

3. Principal Contact Person(s):

4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):

 - A. If a corporation, in what state incorporated: _____
 - B. Date Incorporated: _____
 - C. Federal ID Number (EIN) _____
 - D. If a joint Venture or Partnership, date of Agreement: _____
 - E. Name and address of all partners (state whether general or limited partnership): _____
 - F. If other than a corporation or partnership describe, organization and name of principals. _____

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer.

Name	Title
_____	_____
_____	_____
_____	_____

6. Indicate the number of years’ proposer has had current continual successful experience performing work of a similar scope relevant to this RFP Agreement. _____

7. List all entities participating in this Agreement (including subcontractors if applicable):

Name	Address	Title
A. _____	_____	_____
B. _____	_____	_____
C. _____	_____	_____
D. _____	_____	_____

8. Outline specific areas of responsibility for each entity listed in Question 7.
 - A. _____
 - B. _____
 - C. _____

D. _____

9. County or municipal business tax receipt number (attach copies):

County: _____

Municipal: _____

10. Have you ever failed to complete any work awarded to you?

Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?

Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

12. Within the last five years, have you ever had a performance, payment or bid bond called?

Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the Village?

Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?

Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?

Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?

Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?

Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

20. Within the last five years, have there been any reports or audits relating to you, any office or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest?

Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

22. Have you made a site visit? _____ Yes, _____ No

23. How soon after the award can you begin work? _____ Days.

24. List any licenses, permits or certifications, etc., you hold for performing this type of work:

25. **How did you hear about the RFP?** Indicate if it was via the Village’s website, internet search, DemandStar, newspapers, email, etc. The Village of Key Biscayne is always looking for ways to improve its services. _____

Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ as _____

(Name of person acknowledging) (Title)

for _____.
(Company name)

Personally known to me _____ or has produced Identification _____, type of identification

produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 5
CLIENT REFERENCES

PRINT CLEARLY

REFERENCE #1

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ Contract End Date: _____

REFERENCE #2

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ Contract End Date: _____

REFERENCE #3

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ Contract End Date: _____

REFERENCE #4

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #5

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

FORM 6A
SINGLE EXECUTION AFFIDAVITS

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

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE VILLAGE OF KEY BISCAYNE AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

The above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101122213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Proposer Initials

Public Entity Crimes Affidavit

I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Village of Key Biscayne (the " Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade

County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Key Biscayne or any person interested in the proposed Contract.

Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **RFP # 2024-12 PROFESSIONAL STATE LOBBYING SERVICES** and any addendum/addenda related thereto.
3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Council or Village Manager, as applicable.
4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

Proposer Initials

Truth in Negotiation Certification

The CONTRACTOR hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project’s agreement are accurate, complete, and current at the time of contracting.

The CONTRACTOR further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For the purposes of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later.

Respondent Initials

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me the undersigned,
personally appeared _____, whose name(s) is/are
subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

FORM 6B
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the VILLAGE (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A “relationship” for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the VILLAGE.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the VILLAGE written notice of any other relationships (as defined above) that I enter into with the VILLAGE (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write “None”):

Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ as _____
(Name of person acknowledging) *(Title)*

for _____.
(Company name)

Personally known to me _____ or has produced Identification _____, type of identification
produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 6C
NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Village of Key Biscayne, Florida, or any person interested in the Agreement; and
5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ as _____
(Name of person acknowledging) *(Title)*

for _____.
(Company name)

Personally known to me _____ or has produced Identification _____, type of identification
produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 7
DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ as _____
(Name of person acknowledging) *(Title)*

for _____.
(Company name)

Personally known to me _____ or has produced Identification _____, type of identification
produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 8
CERTIFICATION TO ACCURACY OF PROPOSAL

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFP and the Agreement has taken place, and that the proposer is fully informed and understands the requirements of the RFP and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information that is included in such forms, affidavits or documents is false or misleading.

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__

by _____ as _____
(Name of person acknowledging) *(Title)*

for _____.
(Company name)

Personally known to me _____ or has produced Identification _____, type of identification

produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 9
SCRUTINIZED COMPANIES

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.

Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ as _____

(Name of person acknowledging)

(Title)

for _____.
(Company name)

Personally known to me _____ or has produced Identification _____, type of identification
produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 10
PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. _____

2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)

whose business address is: _____

Federal Identification Number (FEIN) is: _____
(if applicable)

Social Security Number: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(print name of individual signing this document)

and my relationship to the entity is: _____

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
(a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
 - a. ___ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime after July 1, 1989.

 - b. ___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)
 - 1) ___ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

 - 2) ___ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

- 3) ____ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of
General Services)

Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__

by _____ as _____
(Name of person acknowledging) *(Title)*

for _____.
(Company name)

Personally known to me ____ or has produced Identification ____, type of identification

produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 11
DISPUTE DISCLOSURE

Answer the following questions by placing an “X” after “Yes” or “No.” If you answer “Yes,” please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Village of Key Biscayne.

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

FORM 12

LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract’s general conditions. Failure to provide this information shall be grounds for rejection of the bidder’s proposal. (If no subcontractors are proposed, state “None” on first line below.)

No.	Subcontractor Name & Address	Scope of Work	License Number

FORM 13 – N/A

FORM 14 – N/A

FORM 15 – N/A

FORM 16

INSURANCE AND LICENSE CERTIFICATES

VILLAGE OF KEY BISCAYNE

BIDDER’S REPRESENTATION

PROFESSIONAL STATE LOBBYING SERVICES

Proposal of _____

(Name)

(Address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

PROFESSIONAL STATE LOBBYING SERVICES

(“THE PROJECT”)

TO: Village of Key Biscayne
Attn: Village Clerk
88 West McIntyre Street, Suite 220
Key Biscayne, Florida 33149

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Bid or the Contract to which the Work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he or she has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, the Contract, Bid, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and Insurance requirements

and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Bid pertains.

The Bidder proposes and agrees, if this Bid is accepted, to timely execute the Contract with the Village in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and the Contract, and called for by the drawings and specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract.

The Bidder agrees to execute the Contract and furnish the executed Contract, all required bonds, insurance certificates, and other required information to Village within ten (10) ten calendar days after written notice of the Award of Contract. The failure on the part of the Bidder to timely comply with this provision shall give Village all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Contract and the Village. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the Contract exceed the dollar amount of the Bidder's Bid amount, as set forth in the attached Bid.

It is intended that all Work to be performed under this Bid shall commence approximately thirty (30) days after Contract execution.

In no event shall Village be obligated to pay for Work not performed or materials not furnished. Bidder's

Certificate of Competency No. _____

Bidder's Occupational License No. _____

WITNESS:

By: _____
Signature of Authorized Agent

[SEAL]

ATTACHMENT A
SERVICES AGREEMENT BETWEEN
THE VILLAGE OF KEY BISCAYNE
AND
NAME OF ENTITY

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2024 (the “Effective Date”), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, (the “Village”), and **NAME OF ENTITY, a Florida [type of entity]** (hereinafter, the “Consultant”).

WHEREAS, the Village desires certain **PROFESSIONAL STATE LOBBYING SERVICES** and

WHEREAS, the Consultant will perform services on behalf of the Village, all as further set forth in the Proposal dated _____, 2024, attached hereto as Exhibit “A” (the “Services”); and

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

1. Scope of Services.

- 1.1.** Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit “A” and incorporated herein by reference (the “Services”).
- 1.2.** Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the Village.

2. Term/Commencement Date.

- 2.1.** The term of this Agreement shall be from the Effective Date through one (1) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for four (4) additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant.
- 2.2.** Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

- 3.1.** Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit “A.” Consultant shall be compensated a flat rate, lump sum fee in the amount of \$XXXX.XX per month.
- 3.2.** Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant’s invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.
- 3.3.** Contractor’s invoices must contain the following information for prompt payment:
 - 3.3.1.** Name and address of the Consultant;
 - 3.3.2.** Purchase Order number;
 - 3.3.3.** Contract number;
 - 3.3.4.** Date of invoice;
 - 3.3.5.** Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);
 - 3.3.6.** Name and type of Services;
 - 3.3.7.** Timeframe covered by the invoice; and
 - 3.3.8.** Total value of invoice.

Failure to include the above information will result in a delay of payment or rejection of the invoice. All invoices must be submitted electronically to payables@keybiscayne.fl.gov.

4. Subconsultants.

- 4.1.** The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.
- 4.2.** Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager’s sole and absolute discretion.

5. Village’s Responsibilities.

- 5.1.** Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2.** Upon Consultant’s request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant’s Responsibilities; Representations and Warranties.

- 6.1.** The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant’s Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant’s sole expense, immediately correct its Deliverables or Services.
- 6.2.** The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.
- 6.3.** The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

- 7.1.** To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

- 8.1.** The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days’ written notice to the Consultant, or immediately with cause.
- 8.2.** Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.
- 8.3.** In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4.** The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- 9.1.** Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village,

naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverage shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply to all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 for each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

- 9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker’s Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant’s insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant’s insurance. The Consultant’s insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 9.5.** The provisions of this section shall survive termination of this Agreement.
- 10. Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.
- 11. Attorney’s Fees and Waiver of Jury Trial.**
- 11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys’ fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.
- 12. Indemnification.**
- 12.1.** Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant’s performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys’ fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant’s performance or non-performance of this Agreement.
- 12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- 12.3.** The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

16.3. Upon request from the Village’s custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

- 16.5.** Upon completion of this Agreement or in the event of termination by either party, any or all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7.** Consultant’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.
- 16.8.** Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Jocelyn B. Koch
Mailing address: 88 West McIntyre Street
Key Biscayne, FL 33149
Telephone number: 305-365-5506
Email: jkoch@keybiscayne.fl.gov

- 17. Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm’s familiarity with the Village’s area, circumstances and desires.
- 18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 19. Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 20. Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
27. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page intentionally left blank. Signature pages follow.]

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit:

<https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal Section 2. dated _____, 2024 , attached hereto and incorporated herein by reference.

EXHIBIT B
PROPOSAL SCHEDULE

PROFESSIONAL STATE LOBBYING SERVICES

NAME OF PROPOSER: _____ In response to the Village’s request for proposal and in compliance with the RFP requirements, the undersigned proposer to provide all services, supervision, coordination, related incidentals necessary to provide **Professional State Lobbying Services** for the Village of Key Biscayne, Florida.

In strict accordance with the Bid Documents dated _____ including Addenda numbered _____ through _____, inclusive, for an all-inclusive Base Bid for **Professional State Lobbying Services** includes all incidental costs.

The Consultant understands and agrees that the prices submitted are for the services as indicated in the Scope of Service, including but not limited to all related expenses.

ANNUAL RATES

NO	DESCRIPTION	PRICE
1.	Year 1	\$
2.	Year 2	\$
3.	Year 3	\$
4.	Year 4	\$
5.	Year 5	\$
	TOTAL	\$

BIDDER’S AFFIDAVIT

The undersigned Proposer has carefully examined the Bidding Documents and the site of the proposed work. The Proposer is familiar with the nature and extent of the services and any local conditions or criteria dictated in the RFP .

The undersigned Proposer agrees to provide all services called for by the RFP Documents.

The undersigned Proposer agrees to furnish all materials, equipment, and labor and to perform all services in accordance with the Contract Documents for: **Professional State Lobbying Services** located in VILLAGE OF KEY BISCAZYNE, FLORIDA.

Company Name: _____

Bidder’s Name: _____

Bidder’s Email: _____

Bidder’s Title: _____

Bidder’s Signature: _____

EXHIBIT C
CERTIFICATE OF INSURANCE